

Posted: Friday, April 04, 2014

NOTICE AND CALL OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold its regular monthly meeting on
WEDNESDAY, APRIL 09, 2014 at 6:00 PM

CLOSED SESSION BEGINS AT 5:00PM

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ADJOURN TO CLOSED SESSION**
 1. Existing/Pending Litigation against the City of Trinidad, Government Code section 54956.9(b) and/or section 54956.95, from the Tsurai Ancestral Society.
- IV. **APPROVAL OF AGENDA**
- V. **APPROVAL OF MINUTES** – March 12, 2014 cc
- VI. **COUNCIL MEMBER REPORTS, COMMITTEE ASSIGNMENTS**
- VII. **ITEMS FROM THE FLOOR**
(Three (3) minute limit per Speaker unless Council approves request for extended time.)
- VIII. **CONSENT AGENDA**
 1. Financial Status Reports for February 2014.
 2. Staff Activity Report – March 2014
- IX. **DISCUSSION/ACTION AGENDA ITEMS**
 1. Introduction of Sheriff Deputy Pamela Wilcox and Law Enforcement Activity Report.
 2. Discussion/Decision regarding Franchise Agreement for Solid Waste and Recyclable Materials Collection in Trinidad.
 3. Discussion/Decision regarding Stormwater Improvement Project Bid Award and Contract for Labor Compliance Services.
 4. Discussion/Decision regarding Draft Vacation Dwelling Unit Ordinance.
- X. **ADJOURNMENT**

APPROVAL OF MINUTES FOR:

MARCH 12, 2014 CC

Supporting Documentation follows with: 2 PAGES

MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL
WEDNESDAY, MARCH 12, 2014

I. CALL TO ORDER

- Mayor Fulkerson called the meeting to order at 6:00PM. Council members in attendance: West, Miller, Fulkerson, Baker, Davies.
- City Staff in attendance: City Manager Karen Suiker, City Clerk Gabriel Adams, Deputy Scott Hicks.

II. PLEDGE OF ALLEGIANCE

III. ADJOURNMENT TO CLOSED SESSION - No Closed Session.

IV. RECONVENE TO OPEN SESSION

V. APPROVAL OF AGENDA

Motion (Davies/Baker) to approve the agenda as amended. Passed unanimously.

VI. APPROVAL OF MINUTES – February 12, 2014 cc

Motion (Davies/West) to approve the minutes as amended. Passed unanimously.

VII. PROCLAMATIONS

Proclamation 2014-02: Engineer's Week.

VIII. COMMISSIONERS REPORTS

West: Met with Trinidad Skate Park Alliance organizer Lisa Espejo and discussed possible park locations.

Miller: Highlights from the HCOAG meeting – East-West Railroad connection; adding stops to the bus line, Call Boxes, and Billboard cutting.

Davies: Nothing to report.

Baker: Nothing to report.

Fulkerson: HTA discussed renovating the old Victorian.

VIII. ITEMS FROM THE FLOOR – No items from the floor.

IX. CONSENT AGENDA

1. Financial Status Reports for January 2014.
2. Sheriff's Activity Report - February 2014
3. Memorandum of Understanding with Trinidad Union School District Regarding Fire Water Line and Fire Hydrant installed by District.
4. Supplemental Budget to Update Trinidad Cemetery Plot Plan
5. Authorize City Manager to Continue to Advertise the ASBS Stormwater Improvement Project for Bid.

Motion (Baker/Miller) to approve the consent agenda. Passed unanimously.

X. DISCUSSION AGENDA

1. Resolution 2014-03: Recognizing the Exemplary Service of Sheriff's Deputy Scott Hicks
Councilmember Baker read the Resolution prepared aloud, highlighting Deputy Hicks service and contributions to the community of Trinidad. The Council and staff thanked and wished him well in his new assignment.

Deputy Hicks introduced his family and friends to the Council, and thanked the city for giving him the opportunity to serve.

*Motion (Baker/West) to approve Resolution 2014-04 recognizing the exemplary service of Sheriff's Deputy Scott Hicks to the city of Trinidad. **Passed unanimously.***

2. Discussion/Decision regarding Establishment of Infrastructure for Water Conservation (if necessary).

City Manager Suiker explained that in light of the Governor's drought declaration, the city has reviewed its water rationing ordinance that was adopted in 1977. Although the dated ordinance is in need of updating, it does provide for the ability of the city to adopt rules and procedures relating to water restrictions. In accordance with that ordinance, the need for restrictions is a determination made by a "water committee" composed of City Council members. It is recommended that the Council appoint two of its members to a Water Committee to work with city staff in the event rationing becomes necessary.

Although limited data from the 1977 drought is available, the City's Engineer advises that at that time there was enough water to supply the current demand. However, it should be pointed out that the accuracy of that data, changes in the watershed characteristics, precipitation patterns and the extended drought into next year may affect the actual amount of water available in the creek. At this time there is no need to impose rationing conservation measures; however, it is appropriate to bring awareness to such a possibility. The recommended action is to establish the enabling infrastructure should water conservation measures need to be put into place in the future.

Councilmembers **Miller, Davies, and West** had questions about the city's storage capacity, who can/can't use water in rationing conditions, and how many customers on the city system.

There was no public comment.

*Motion (Davies/Baker) to appoint Miller and West to serve as the Water Committee, and work with city staff in the event water conservation/rationing measures are necessary in the future. **Passed unanimously.***

By consensus, the Council agreed that the ordinance needed updating, and that a full ordinance revision would be considered during future budget discussions.

3. Discussion/Decision regarding Community Survey Responses.

Mayor Fulkerson explained that a survey was recently mailed to all Trinidad households to gather community input. The survey requested input from members of the community around themes of "love/like/appreciate as well as "protect/improve/enhance." Fulkerson presented the responses, highlighting themes from the surveys including, but not limited to; fresh air and natural beauty, quality of life, charming small town living, peacefulness, and receptive city officials. Those qualities were also what survey participants wanted to protect, along with public safety concerns, development restrictions, and views.

Presentation item only. No decision was made. Complete record of responses and summary will be kept in the Clerk's office for review.

XIII. ADJOURNMENT

- Meeting ended at 7:05pm.

Submitted by:

Gabriel Adams
City Clerk

Approved by:

Julie Fulkerson
Mayor



CONSENT AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES

1. Financial Status Reports for February 2014.

City of Trinidad
Statement of Revenues and Expenditures - GF Revenue
From 2/1/2014 Through 2/28/2014

		Current Month	Year to Date	Total Budget - Original	% of Budge
Revenue					
41010	PROPERTY TAX - SECURED	0.00	45,899.97	79,125.00	(41.99)%
41020	PROPERTY TAX - UNSECURED	0.00	2,826.40	3,025.00	(6.57)%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	18.54	80.00	(76.83)%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	194.49	100.00	94.49%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	100.68	200.00	(49.66)%
41070	PROPERTY TAX - FINES	0.00	632.52	0.00	0.00%
41071	MOTOR VEHICLES	0.00	0.00	1,170.00	100.00)%
41072	PROP TX - BOOKING FEES	0.00	21.23	0.00	0.00%
41100	PROPERTY TAX - INTEREST +	0.00	12.60	0.00	0.00%
41110	PROPERTY TAX EXEMPTION	0.00	667.25	1,300.00	(48.67)%
41130	PUBLIC SAFETY 1/2 CENT	0.00	870.35	1,420.00	(38.71)%
41140	PROPERTY TAX - DOCUMENTARY RE	0.00	723.25	1,000.00	(27.68)%
41190	PROPERTY TAX ADMINISTRATION FE	0.00	(1,163.00)	(2,317.00)	(49.81)%
41200	LAFCO Charge	0.00	(1,152.29)	(742.00)	55.30%
41210	IN-LIEU SALES & USE TAX	0.00	13,286.25	27,442.00	(51.58)%
41220	IN LIEU VLF	0.00	13,760.00	27,960.00	(50.79)%
42000	SALES & USE TAX	14,500.00	103,814.18	190,000.00	(45.36)%
43000	TRANSIENT LODGING TAX	3,212.88	74,369.92	93,000.00	(20.03)%
46000	GRANT INCOME	0.00	3,032.00	0.00	0.00%
53010	COPY MACHINE FEE	4.70	8.70	50.00	(82.60)%
53020	INTEREST INCOME	18.19	4,888.69	15,500.00	(68.46)%
53090	OTHER MISCELLANEOUS INCOME	120.00	520.83	1,000.00	(47.92)%
54020	PLANNER- APPLICATION PROCESSIN	0.00	3,144.73	5,000.00	(37.11)%
54050	BLDG. INSP-APPLICATION PROCESSI	111.25	5,809.30	7,000.00	(17.01)%
54100	ANIMAL LICENSE FEES	0.00	214.00	100.00	114.00%
54150	BUSINESS LICENSE TAX	60.00	9,727.00	9,500.00	2.39%
54300	ENCROACHMENT PERMIT FEES	50.00	200.00	400.00	(50.00)%
56150	FRANCHISE FEES	(1,247.43)	0.00	0.00	0.00%
56400	RENT - VERIZON	1,857.35	14,514.10	21,300.00	(31.86)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,125.00	100.00)%
56550	RENT - PG& E	1,247.43	1,247.43	8,500.00	(85.32)%
56650	RENT - SUDENLINK	0.00	2,366.98	4,492.00	(47.31)%
56700	RENT - TOWN HALL	80.00	3,433.85	9,000.00	(61.85)%
59999	INTERDEPARTMENTAL TRANSFER INC	0.00	0.00	30,000.00	100.00)%
	Total Revenue	20,014.37	303,989.95	539,730.00	(43.68)%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
201 - GFAdmin
From 2/1/2014 Through 2/28/2014

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	250.00	1,900.00	3,000.00	36.67%
61000	EMPLOYEE GROSS WAGE	7,438.13	61,608.97	97,303.00	36.68%
61250	OVERTIME	0.00	0.00	500.00	100.00%
61470	FRINGE BENEFITS	46.16	357.74	0.00	0.00%
65100	DEFERRED RETIREMENT	290.50	2,467.82	3,776.00	34.64%
65200	MEDICAL INSURANCE AND EXPENSE	388.77	3,110.16	5,779.00	46.18%
65300	WORKMEN'S COMP INSURANCE	0.00	(3,275.20)	3,211.00	202.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	58.00	320.84	1,000.00	67.92%
65600	PAYROLL TAX	594.26	4,920.32	7,733.00	36.37%
65800	Grant Payroll Allocation	(482.22)	(1,729.26)	2,600.00	166.51%
68090	CRIME BOND	0.00	700.00	455.00	(53.85)%
68200	INSURANCE - LIABILITY	0.00	4,824.95	9,675.00	50.13%
68300	PROPERTY & CASUALTY	0.00	3,797.95	4,080.00	6.91%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	2,343.00	22,320.00	89.50%
71130	ATTORNEY-LITIGATION	0.00	4,688.38	8,000.00	41.40%
71160	ACCOUNTING	0.00	843.03	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	1,406.00	1,500.00	6.27%
71310	CITY PLANNER-ADMIN. TASKS	5,539.50	31,857.58	38,600.00	17.47%
71410	BLDG INSPECTOR-ADMIN TASKS	700.00	2,611.85	7,000.00	62.69%
71510	ACCOUNTANT-ADMIN TASKS	713.25	7,732.60	15,600.00	50.43%
71620	AUDITOR-FINANCIAL REPORTS	0.00	13,585.00	13,585.00	0.00%
72000	CHAMBER OF COMMERCE	689.52	3,887.76	11,520.00	66.25%
74200	REIMBURSED GRANT ADMIN EXP	0.00	(1,761.69)	0.00	0.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	50.00	2,210.00	1,000.00	(121.00)%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	0.00	500.00	100.00%
75170	RENT	650.00	5,200.00	8,190.00	36.51%
75180	UTILITIES	768.39	6,454.91	6,500.00	0.69%
75190	DUES & MEMBERSHIP	0.00	437.20	500.00	12.56%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	2,427.00	3,500.00	30.66%
75220	OFFICE SUPPLIES & EXPENSE	360.30	4,104.48	5,500.00	25.37%
75240	BANK CHARGES	180.80	242.50	200.00	(21.25)%
75300	CONTRACTED SERVICES	0.00	0.00	5,000.00	100.00%
75990	MISCELLANEOUS EXPENSE	62.00	62.00	100.00	38.00%
76110	TELEPHONE	119.39	891.23	1,550.00	42.50%
76130	CABLE & INTERNET SERVICE	160.95	1,557.60	2,160.00	27.89%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	1,233.72	1,500.00	17.75%
	Total Expense	18,577.70	171,018.44	294,937.00	42.02%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
301 - Police
From 2/1/2014 Through 2/28/2014

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	372.72	3,191.42	4,847.00	34.16%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	160.00	100.00%
65600	PAYROLL TAX	28.52	244.18	371.00	34.18%
65800	Grant Payroll Allocation	(19.26)	(73.54)	0.00	0.00%
75170	RENT	650.00	5,200.00	8,580.00	39.39%
75180	UTILITIES	336.61	1,437.85	2,140.00	32.81%
75220	OFFICE SUPPLIES & EXPENSE	0.00	0.00	300.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	87,933.00	100.00%
75350	ANIMAL CONTROL	113.00	904.00	1,900.00	52.42%
76110	TELEPHONE	79.68	624.56	1,040.00	39.95%
	Total Expense	<u>1,561.27</u>	<u>11,528.47</u>	<u>107,271.00</u>	<u>89.25%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
401 - Fire
From 2/1/2014 Through 2/28/2014

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
60900	HONORARIUMS	150.00	1,200.00	1,800.00	33.33%
75180	UTILITIES	155.79	624.28	1,065.00	41.38%
75190	DUES & MEMBERSHIP	35.00	35.00	10.00	(250.00)%
75280	TRAINING / EDUCATION	0.00	0.00	100.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	155.00	100.00%
76110	TELEPHONE	15.31	165.29	265.00	37.63%
76140	RADIO & DISPATCH	0.00	0.00	450.00	100.00%
78140	VEHICLE FUEL & OIL	35.17	95.05	450.00	78.88%
78150	VEHICLE REPAIRS	0.00	130.21	3,000.00	95.66%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	700.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	1,720.00	1,919.34	2,500.00	23.23%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	750.00	100.00%
90000	Capital Reserves	0.00	10,000.00	10,000.00	0.00%
96200	TRANSFER OUT	0.00	(10,000.00)	0.00	0.00%
	Total Expense	<u>2,111.27</u>	<u>4,169.17</u>	<u>21,245.00</u>	<u>80.38%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
501 - PW (Public Works)
From 2/1/2014 Through 2/28/2014

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	3,261.52	25,866.44	40,752.00	36.53%
61250	OVERTIME	0.00	0.00	500.00	100.00%
65100	DEFERRED RETIREMENT	331.94	2,619.54	4,271.00	38.67%
65200	MEDICAL INSURANCE AND EXPENSE	1,756.86	14,130.05	23,141.00	38.94%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	1,389.00	100.00%
65600	PAYROLL TAX	275.26	2,181.19	3,547.00	38.51%
65800	Grant Payroll Allocation	(30.96)	(294.12)	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	3,070.50	4,800.00	36.03%
71250	CITY ENGINEER - PROJECT FEES	1,987.50	3,033.50	4,000.00	24.16%
75120	WASTE RECYCLING PICKUP/DISPOSA	0.00	10.58	0.00	0.00%
75180	UTILITIES	0.00	21.75	0.00	0.00%
75300	CONTRACTED SERVICES	3,000.00	3,025.00	13,900.00	78.24%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	0.00	450.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	460.00	5,000.00	90.80%
78120	STREET LIGHTING	341.35	1,980.17	4,500.00	56.00%
78130	TRAIL MAINTENANCE	0.00	100.85	2,500.00	95.97%
78140	VEHICLE FUEL & OIL	274.56	2,650.88	4,700.00	43.60%
78150	VEHICLE REPAIRS	29.11	221.76	2,500.00	91.13%
78160	BUILDING REPAIRS & MAINTENANCE	24.50	9,682.38	7,800.00	(24.13)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	403.04	2,690.35	6,500.00	58.61%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	524.82	0.00	0.00%
79150	WATER LINE REPAIR	0.00	42.99	0.00	0.00%
	Total Expense	<u>11,654.68</u>	<u>72,018.63</u>	<u>130,250.00</u>	<u>44.71%</u>

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
204 - IWM
From 2/1/2014 Through 2/28/2014

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	0.00	5,000.00	(100.00)%
47600	BLUE BAG SALES	0.00	0.00	4,000.00	(100.00)%
47650	RECYCLING REVENUE	1,766.66	18,954.75	29,000.00	(34.64)%
53090	OTHER MISCELLANEOUS INCOME	0.00	2,100.00	0.00	0.00%
	Total Revenue	1,766.66	21,054.75	38,000.00	(44.59)%
	Expense				
61000	EMPLOYEE GROSS WAGE	696.13	5,527.11	8,680.00	36.32%
65100	DEFERRED RETIREMENT	83.54	659.59	1,075.00	38.64%
65200	MEDICAL INSURANCE AND EXPENSE	387.43	3,115.41	5,084.00	38.72%
65300	WORKMEN'S COMP INSURANCE	0.00	(112.48)	296.00	138.00%
65600	PAYROLL TAX	59.62	473.41	767.00	38.28%
65800	Grant Payroll Allocation	(14.10)	(101.07)	0.00	0.00%
75120	WASTE RECYCLING PICKUP/DISPOSA	0.00	1,632.30	18,375.00	91.12%
75130	GARBAGE	0.00	483.40	0.00	0.00%
75140	BLUE BAG PURCHASES	0.00	0.00	4,000.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	483.40	3,593.40	6,764.00	46.87%
78190	MATERIALS, SUPPLIES & EQUIPMEN	978.09	978.09	1,800.00	45.66%
	Total Expense	2,674.11	16,249.16	46,841.00	65.31%
	Net Income	(907.45)	4,805.59	(8,841.00)	(154.36)%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
601 - Water
From 2/1/2014 Through 2/28/2014

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	4,500.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	600.00	3,781.99	2,000.00	89.10%
57100	WATER SALES	22,138.51	198,571.27	289,000.00	(31.29)%
57300	NEW WATER HOOK UPS	0.00	0.00	3,000.00	(100.00)%
57500	WATER A/R PENALTIES	851.59	(785.86)	3,000.00	(126.20)%
	Total Revenue	23,590.10	201,567.40	301,500.00	(33.15)%
Expense					
61000	EMPLOYEE GROSS WAGE	6,441.70	51,821.33	81,844.00	36.68%
61250	OVERTIME	0.00	0.00	2,000.00	100.00%
65100	DEFERRED RETIREMENT	735.85	6,025.69	9,516.00	36.68%
65200	MEDICAL INSURANCE AND EXPENSE	3,065.48	24,638.14	40,582.00	39.29%
65300	WORKMEN'S COMP INSURANCE	0.00	(951.58)	2,751.00	134.59%
65600	PAYROLL TAX	549.24	4,417.26	7,105.00	37.83%
65800	Grant Payroll Allocation	(88.71)	(838.20)	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	2,598.05	5,210.00	50.13%
68300	PROPERTY & CASUALTY	0.00	2,045.05	2,195.00	6.83%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	500.00	100.00%
71160	ACCOUNTING	0.00	453.94	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	4,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	384.05	4,163.70	8,400.00	50.43%
71620	AUDITOR-FINANCIAL REPORTS	0.00	7,315.00	7,315.00	0.00%
72100	BAD DEBTS	0.00	0.00	500.00	100.00%
75180	UTILITIES	743.72	9,148.69	13,000.00	29.63%
75190	DUES & MEMBERSHIP	(1,890.00)	811.46	700.00	(15.92)%
75220	OFFICE SUPPLIES & EXPENSE	0.00	1,509.38	3,200.00	52.83%
75230	INTEREST EXPENSE	0.00	223.54	0.00	0.00%
75240	BANK CHARGES	10.00	20.00	100.00	80.00%
75280	TRAINING / EDUCATION	100.00	331.36	500.00	33.73%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	250.00	100.00%
76110	TELEPHONE	70.41	632.57	1,160.00	45.47%
76130	CABLE & INTERNET SERVICE	49.00	392.00	620.00	36.77%
76160	LICENSES & FEES	1,890.00	2,359.73	2,475.00	4.66%
78140	VEHICLE FUEL & OIL	170.10	987.22	2,500.00	60.51%
78150	VEHICLE REPAIRS	0.00	217.90	2,000.00	89.11%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	390.00	1,200.00	67.50%
78170	SECURITY SYSTEM	69.00	232.00	500.00	53.60%
78190	MATERIALS, SUPPLIES & EQUIPMEN	3.13	78.59	6,000.00	98.69%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,000.00	100.00%
79100	WATER LAB FEES	320.00	1,526.00	4,500.00	66.09%
79120	WATER PLANT CHEMICALS	965.56	4,940.69	12,000.00	58.83%
79130	WATER LINE HOOK-UPS	0.00	0.00	3,000.00	100.00%
79150	WATER LINE REPAIR	0.00	2,264.47	20,000.00	88.68%
79160	WATER PLANT REPAIR	645.00	1,217.27	10,000.00	87.83%
90000	Capital Reserves	0.00	15,000.00	15,000.00	0.00%
96200	TRANSFER OUT	0.00	(15,000.00)	0.00	0.00%
	Total Expense	14,233.53	128,971.25	271,623.00	52.52%
	Net Income	9,356.57	72,596.15	29,877.00	142.98%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
701 - Cemetery
From 2/1/2014 Through 2/28/2014

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	1,200.00	(100.00)%
58100	CEMETERY PLOT SALES	1,520.00	9,280.00	6,000.00	54.67%
	Total Revenue	1,520.00	9,280.00	7,200.00	28.89%
	Expense				
61000	EMPLOYEE GROSS WAGE	441.18	3,501.28	5,520.00	36.57%
65100	DEFERRED RETIREMENT	52.92	424.63	683.00	37.83%
65200	MEDICAL INSURANCE AND EXPENSE	208.68	1,680.23	2,744.00	38.77%
65300	WORKMEN'S COMP INSURANCE	0.00	(55.74)	228.00	124.45%
65600	PAYROLL TAX	37.82	300.03	487.00	38.39%
65800	Grant Payroll Allocation	(14.10)	(99.41)	0.00	0.00%
75180	UTILITIES	126.96	424.80	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	71.40	661.64	1,500.00	55.89%
	Total Expense	924.86	6,837.46	11,162.00	38.74%
	Net Income	595.14	2,442.54	(3,962.00)	(161.65)%



CONSENT AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 6 PAGES

2. Staff Activity Report – March 2014

CITY OF TRINIDAD

P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Julie Fulkerson, Mayor
Karen Sulker, City Manager



STAFF ACTIVITIES REPORT

March 2014

City Administration:

1. Wayward Dog Finds a Forever Home. The small and extremely shy dog that avoided capture for so long, but captured the attention and hearts of so many intent on his safe placement, has been adopted into a caring household in Trinidad.

2. Law Enforcement Services. Due to a reassignment of staffing in the Humboldt County Sheriff's Office, Deputy Pamela Wilcox has been assigned as the full-time deputy to the City of Trinidad, and she will be present and introduced at this Council meeting. Your subcommittee (Councilman Davies and Councilman Baker) has met with staff, and we have begun negotiations with the Sheriff's Office on contract issues. The current contract for the provision of law enforcement services expires June 30, 2014. The city has received notification from the Sheriff that he is unwilling to offer a "half deputy" position due to the difficulty in tracking specific hours. Negotiation of a contract with the Sheriff will therefore involve reducing services to one full time deputy or increasing services to two full time deputies, or consideration of other options such as hourly supplemental services.

2. Budget Preparation. This process will consume most of the manager's "spare" time until presentation to the council at a special meeting May 28, 2014 at 6:00 p.m.

3. Town Hall Improvements. The ramp to improve disability access has been installed, and funding is being identified for installation of a hand rail, which is the last component of this project. Other disability access improvements to town hall (doors, signing, etc.) will be scheduled when time and funding permit. Another town hall improvement project which is currently under design and cost estimating is rejuvenation of the City Clerk's office.

4. Garbage Franchise Agreement. The negotiations have now been completed and the proposed agreement is a separate agenda item for this meeting.

5. On-Site Waste Water Treatment (OWTS) Ordinance. Files have been set up for all properties that have received notices, and the Planner is reviewing and categorizing each system and calculating a maintenance period. The information available for each system varies widely. A number of follow ups will be required for those who have not submitted

paperwork or only turned in partial paperwork. Staff has also been working with the County's Department of Environment Health to clarify the respective roles in administration of the City's OWTS program.

5. Trail Keeper Volunteer Program. With a sufficient number of volunteers under the direction of co-coordinators Stan Binnie and Ginny Waters, this program has now been implemented. Additional volunteers are always welcome, but we must have a signed liability form on file and the volunteer(s) need to receive safety training before participating.

6. Code Violations at Hidden Creek RV Park. Staff submitted a complaint, together with 41 supporting photographs, to the Mobilehome Ombudsman in the State Department of Housing and Community Development concerning code violations at this facility. An inspector has since visited the facility and is issuing a Notice of Violation against the park owner and continues to work on issues that need to be addressed.

7. Code Violations at 27 Frontage Road. Staff continues to focus on code violations at this property, and has granted a final extension to July 1, 2014 to vacate the illegal RV and discontinue its use as a living unit, and work continues on clean up of the property. Staff has requested and received support from a number of County departments to assist in various issues related to this property.

8. Memorial Lighthouse Damage. The repairs to the memorial lighthouse stairs/railing have now been completed, and staff is submitting a full cost recovery claim to the individual responsible. Staff has received conflicting reports as to whether the responsible has insurance coverage, but will demand full cost recovery with or without insurance offset.

9. ASBS Compliance and Stormwater (MS4) Discharge Permit.

The City's stormwater discharge into the Trinidad Bay Area of Special Biological Significance (ASBS) is regulated through the MS4 General Permit. Trinidad is working with Arcata, Eureka and the County to meet upcoming permit requirements, including an education and outreach plan and Low Impact Development technical manual and ordinance. The City is also required to adopt an ordinance to establish its authority to regulate pollutant discharges into the city's stormwater system. Funding has been secured for the required ASBS water quality monitoring and the City has completed most of the first round of monitoring.

PLANNING ISSUES

1. General Plan. The Planning Commission is currently working through the Community Design Element and making good progress. The final element will be Cultural Resources, and toward that end, e-mails have been sent to the Tribal interests (Yurok, Rancheria and Tsurai Ancestral Society) soliciting comments, but so far there

has been no response. A more formal solicitation of comments with deadlines will be sent in the near future. Planning advises that there is a good chance of getting funded for the next round of LCP update grants that will be coming out in the next couple of months.

2. Vacation Dwelling Unit (VDU) LCP Amendment. This Ordinance was originally adopted in 2011, and since that time many minor and major modifications have been made as a result of negotiations and discussions between City staff and Coastal Commission staff. This is a separate agenda item for consideration of the Council for this meeting.

3. Accessory Dwelling Unit (ADU) LCP Amendment This Ordinance was originally adopted in 2010, but because efforts were concentrated on dealing with the VDU ordinance, the ADU was on hold until resolution could be reached with Coastal Commission staff on the VDU. Since that now appears to be close to completion, work can once again proceed on the ADU. This could require substantial additional information to analyze the impacts of increased density and development, and is expected to be a lengthy process.

4. Civic Club Lighthouse Project. This project was conditionally approved by the Trinidad Planning Commission on August 15, 2012 and was subsequently appealed to the City Council. The Council met on September 26, 2012 and denied the appeal. A timely appeal of this decision was thereafter submitted to the California Coastal Commission, and the stakeholders await action or direction from the Commission.

Status of Grant Funded Programs

1. Project Name: Water Treatment Plant Construction Project

Source of Funding: Proposition 50 (\$2 million)

Status: Construction is underway with the location of utilities and opening up the pipeline tie-in locations, and brush and building removal. A 4-inch bypass line has been constructed, chlorinated, and pressurized. The bypass line will be flushed and sampled on Wednesday April 2nd. Once the samples indicated a clean line (it usually takes a few days at the lab) it will be tied into the existing water line. The tie-in will likely occur the week of April 7th.

Recent rain has slowed the excavation process. The contractor needs a weather window of about two weeks to get the chlorine contact and yard piping completed. They have been using the rain delays to pre-assemble the piping in their yard so we may be able to realize some time savings once we get the weather window.

The contractor is coordinating with City staff so that interruptions to service will be minimized. Weather permitting, it is anticipated that the chlorine contact and yard piping will be completed by the end of April.

2. Project Name: Luffenholtz Creek Sediment Reduction

Source of Funding: California Department of Public Health (\$1,670,720)

Status: This Source Water Protection project will reduce sediment sources on Green Diamond property upstream of the City's Luffenholtz Creek water plant intake. Last summer, project construction rerouted the main haul road away from Luffenholtz Creek and a wetland area. Construction has halted until this summer when the old main haul road will be decommissioned and the project completed.

3. Project Name: Storm Water Management Improvement

Source of Funding: CA State Proposition 84 (\$2,500,000)

Status: Bids were opened March 28 on Phase I of this project and award is a separate agenda item for this meeting. The project will take place during the 2014 construction season. Funding for Phase II of the project is still being sought.

4. Project Name: Trinidad to Humboldt Bay Coastal Watershed Program

Source of Funding: Department of Conservation Watershed Coordinator Grant (\$293,910)

Status: The Watershed Coordinator continues to work with groups of local, state and federal agencies, residents and businesses to promote healthy watersheds and communities. In March, the coordinator, with four other members of the North Coast Watershed Coordinator Team, traveled to Sacramento to meet with Department of Conservation Director Mark Nechodom and Deputy Director John Lowrie to discuss the successful model the coordinators have developed to improve watershed conditions and their future plans for addressing impacts of the drought. The coordinator assisted with the North Coast Stormwater Coalition's one day regional workshop "Putting the LID on Stormwater: Understanding Low Impact Development", held on March 26 at the River Lodge in Fortuna.

5. Clean Beaches Grant. This grant, which would provide funding for education, water quality monitoring and septic system repairs in the Trinidad and Westhaven areas, was authorized to be submitted by the Council at the meeting in November. Since then, the city's proposal has been discussed by the task force with concerns expressed (although not yet specifically detailed), and we are awaiting further guidance as to possible modifications.

Public Works Department Activities

1. With recent storm activity public works has had to be flexible in order to take advantage of windows of opportunity to achieve optimal water treatment. Fortunately,

city staff shows no reluctance to working whatever time of day or night is necessary to keep tanks full of safe and clean water.

2. With recent storms, staff has spent considerable time keeping the storm drain system functioning. We now have three filter direct inlets in the system which need monitoring and "mucking" out periodically.

3. A good bit of time has been spent coordinating with contactors and city engineers with regard to the multiple projects taking place in the city that have begun or are soon forthcoming.

4. Weather permitting, staff cuts as much grass as possible at the park, the trails, the head road, town hall, alleys and street sides.

5. A new dog waste station will be shortly be installed at the Underwood as requested by a member of the public in the recent town survey.

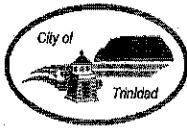
6. Custodial duties continue to be performed at the new library facility three times a week. Taking on the new library custodial duties was expected to be offset by a reduction in hours necessary to maintain the recycling center that has now been dismantled. Unfortunately, a few households now just dispose of their garbage in other city containers, which requires staff effort to remove and properly dispose. This is prohibited by county ordinance, and we are working to sign the containers and otherwise educate those responsible.

7. Final planning is underway after which the materials will be ordered to replace the east fence at the cemetery and actual installation of the new fence will be performed as time permits.

UPCOMING PRIORITIES:

- Prepare proposed budget for fiscal year 2014-15 for presentation to Council at special meeting May 28, 2014.
- Develop detailed listing and description of city's accounting needs and discuss the ability (and cost) for providing those needs with qualified local accounting firms.
- Review city's cash position and project anticipated expenditures to position investments accordingly.
- Continue efforts to secure timely reimbursement from granting entities to assure cash flow does not become an issue.

- Continue monitoring of consultant costs and projects to assure we remain within budget allocations.
- Contract negotiation with Humboldt County Sheriff on law enforcement contract issues.
- Continue to follow up on code violation issues.
- Continued involvement in multiple legal claims.
- Continue with town hall improvement projects, now turning focus to the City Clerk's area.
- Continue to work with Coastal Commission staff on City projects awaiting Commission approval.



DISCUSSION AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

1. Introduction of Sheriff Deputy Pamela Wilcox and Law Enforcement Activity Report.

DISCUSSION AGENDA ITEM

Date: April 9, 2014

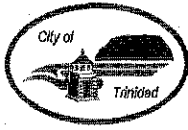
Item: Introduction of Deputy Pamela Wilcox

Background: Deputy Pamela Wilcox started her assignment for the City of Trinidad March 17, and will be formally introduced to the council. She provided a listing of work activity during the month of March as follows:

- I met and passed out business cards to businesses and numerous residents.
- I located a vehicle parked at the entrance to the casino. The occupants of the vehicle were urinating and defecating outside the vehicle. Gabe assisted in connecting me with Casino Security. With their assistance, the vehicle was outside county limits within a few hours.
- I have met with the school principal, teachers, and many of the students. I have walked the campus and been at the school when the children are released as much as possible.
- I contacted a pan handler and asked them to move along, which they did.
- I contacted a person smoking marijuana at the bus stop in front of Murphy's Market. After a verbal warning, I have not seen that person at the bus station since.
- I took a vandalism report at the library. A small window in the door was broken. Entry was not made and no items had been taken.
- I have met with RCVR and viewed the location of their rentals. I have spoke to Gabe and RCVR regarding the ongoing permit issues and neighbor problem.
- I received a report of a teenager riding a bicycle, while pulling kids on a skateboard, on the school roof. This occurred during my days off. I contacted the deputy and obtained the name of the child. I contacted the child's mother. The child has been admonished from the school grounds.
- I walked the lighthouse trail in reports of campers. I have not seen any as of this date.
- I received a complaint regarding trash cans on Stagecoach causing a traffic hazard. I contacted Humboldt Sanitation who agreed to resolve the issue. However, it does not appear any changes have been made.
- The post office complained about persons sleeping in the lobby. I spoke to the night Deputies and asked they check the lobby more frequently.
- I took a report of a burglary at the school. On 03/29/2014, two lap tops were taken from room #11. It is unknown if the classroom windows or door was left unlocked. There are no suspects, witnesses, or leads.

Similar activity reports will be presented to the council on a monthly basis.

Proposed Action: Receive introduction and take action as desired/appropriate.



DISCUSSION AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 18 PAGES

2. Discussion/Decision regarding Franchise Agreement for Solid Waste and Recyclable Materials Collection in Trinidad.

DISCUSSION/ACTION AGENDA

Date: April 9, 2014

Item: Franchise Agreement for Solid Waste and Recyclable Materials Collection Services in the City of Trinidad

Background: At the City Council meeting of July 31, 2013, the Council adopted an ordinance to provide for flow control of solid waste within the City limits. Flow control is required to be considered for membership in the Humboldt Waste Management Authority (HWMA). The City Council first adopted a Resolution in 2008 requesting membership consideration into HWMA, and subsequently reaffirmed its desire to join HWMA in January of 2010.

In addition to a demonstration of flow control, membership in HWMA also requires the entity to enter into a franchise agreement with a service provider, and on July 31, 2013 the Council authorized staff to sole source negotiate with Humboldt Sanitation on a franchise agreement to be brought back for council consideration in the future. That agreement has now been prepared and is presented for Council consideration.

The attached franchise agreement provides for an exclusive contract for collection and transportation of solid waste and recyclable materials in the City of Trinidad for a period of ten (10) years with a five year renewable option. The agreement provides for the payment of a franchise fee equivalent to nine (9%) of the total gross receipts, less recycling receipts, arising from the Contractor's operations. This is the same arrangement currently in place between the County of Humboldt and Humboldt Sanitation and is expected to generate about \$7,000 annually to the City. The rates charged to customers shall be the same rates as charged to customers under the franchise agreement for the northwestern area of Humboldt County between the County of Humboldt and the Contractor.

Services provided to the City in exchange for the exclusive franchise include the collection of city-generated garbage and recycling at no charge to the city, city staff self-haul of city-generated green waste and city-generated electronic waste, provided collection services are provided at the contractor's facilities. Additionally, the contractor will provide, at no additional cost, up to two 40 yard bins twice per year to be used for residential green waste pickup, and one bin twice a year for residential bulky waste, to be placed at a mutually beneficial location and staffed by Contractor.

Execution of this agreement will complete the requirements to be considered by membership in HWMA.

Proposed Action: Authorize the City Manager to execute the attached Franchise Agreement with Humboldt Sanitation.

Attachment: Franchise Agreement

**FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLABLE
MATERIALS COLLECTION SERVICES
IN THE CITY OF TRINIDAD**

This is a franchise agreement by and between the City of Trinidad (hereinafter referred to as the "City"), and Humboldt Sanitation Company, Inc. (hereinafter referred to as "Contractor"), effective _____, 2014__ ("Effective Date").

WITNESSETH:

WHEREAS, under the provisions of California Public Resources Code Section 49300 the City may contract for the collection and disposal of solid waste, recyclable materials, and special wastes under such terms as are prescribed by ordinance or resolution; and,

WHEREAS, Contractor represents that it has the experience and expertise necessary to carry out a program for the collection and proper handling of solid waste and recyclable materials; and,

WHEREAS, the parties desire to enter into an exclusive contract for collection and transportation of solid waste and recyclable materials in the City of Trinidad in accordance with Ordinance No. 2013-03.

NOW, THEREFORE, in consideration of the promises, covenants and conditions recited herein and made a material part hereof, the parties agree as follows:

1. DEFINITIONS

Terms used herein shall have the same definitions as set forth in Ordinance No. 2013-03. In addition, the following definitions are for the purpose of clarifying statements made in this Contract. They do not extend beyond the scope of this Contract.

Bulky Waste: Bulky Waste is defined as large items (no single item shall exceed 200 pounds, and each customer shall be limited to 500 pounds) of solid waste, such as appliances, furniture, plumbing fixtures, carpeting (rolled-up and fastened), scrap metal, and wood scraps.

Curbside: Within 5 feet of the edge of the front yard or back alleyway.

Customer: A person, residence or business that has requested, paid for, and is receiving collection services on a regular basis from Contractor.

Designated Disposal Facility:
The facility or facilities appropriately permitted by the State of California and designated by the City as the facility to which Contractor is obligated by the Contract to transport Solid Waste for Landfill Disposal.

Designated Recycling Facility:

The facility or facilities appropriately permitted by the State of California and designated by the Contractor and approved by the City.

- Disposal:** The permanent placing of Solid Waste, Garbage, and/or refuse in a facility properly permitted to receive it.
- Garbage:** Solid Waste material that is designated for Landfill Disposal by the Producer.
- Generate:** To create or render. An entity is not considered to be the Producer or generator of a Solid Waste if the material has merely been transported or moved to the site.
- Missed Service:** Service is considered missed by Contractor if the container and/or material were at its designated pick up location when Contractor serviced that portion of the route. It is not considered Missed Service if the Customer failed to put the material out or put the material out later than the starting time on collection day.

Recyclable Materials:

Materials which have some potential economic value and are intended to be recycled by being set aside, handled, packaged, or offered for collection in a manner different from Solid Waste. The term "solid waste" includes recyclable materials unless otherwise specified.

2. CITY AUTHORITY

Whenever the context of this Contract requires City to perform an act, and said act is to be performed by an individual, "City" shall be interpreted as meaning the City Manager or his or her authorized appointee.

3. GRANT OF FRANCHISE

There is hereby awarded to Contractor upon the terms and conditions hereinafter specified:

A. An exclusive franchise for the collection at Curbside, transportation, and delivery to a Designated Disposal Facility of Solid Waste for Landfill Disposal in accordance with the provisions of Trinidad Ordinance No. 2013-03;

B. An exclusive franchise for the collection, transportation, and delivery to a Designated Disposal Facility including a transfer station of Special Wastes as may be designated in writing from time to time by City;

C. An exclusive franchise for the collection at Curbside, transportation, and delivery of Recyclable Materials to a Designated Recycling Facility in accordance with the provisions of Trinidad Ordinance No. 2013-03;

D. A franchise to perform special services as may from time to time be agreed upon by City and Contractor in furtherance of this Contract.

E. The franchise granted to Contractor by this agreement shall not apply to any of the following:

1. Any State or Federal lands, State or Federally owned or operated facilities or within Indian Tribal Lands:

2. School districts, or special districts having the power to regulate solid waste collection.

4. SCOPE OF WORK

A. Solid Waste

Contractor, as the Authorized Solid Waste Collection Contractor, shall provide all personnel, equipment, material, and facilities reasonably necessary to provide for the Curbside collection of Solid Waste For Landfill Disposal within the City of Trinidad and transportation to a Designated Disposal Facility.

B. Recyclable Materials

Contractor, as the Authorized Recycling Collection Contractor, shall provide all personnel, equipment, material, and facilities reasonably necessary to provide for the Curbside collection and transportation of Recyclable Materials. The Customer shall be responsible for separating Recyclable Materials from Solid Waste and placing it in the appropriate containers prior to Curbside collection.

5. TERM OF CONTRACT

This contract shall be for a period of ten (10) years, commencing on the Effective Date, and terminating at midnight ten (10) years thereafter. If agreeable to both parties, this Contract may be continued for a term of five (5) years upon the same terms and conditions set forth herein. If either party wishes to continue the Contract for said additional term, notice shall be given to the other party on or before six (6) months prior to the termination date, and if the other party likewise wishes to continue the Contract for said additional term, it shall so notify the first on or before five (5) months prior to said termination date.

6. COLLECTION OF SOLID WASTE FROM CITY FACILITIES

A. Contractor shall provide and collect, at no charge to City, and not more than twice/week, one one and one-half (1 ½) yard container, and shall collect and remove and dispose of all city-garbage placed in said container. Collection days shall be based on collection schedules for other bin customers in the City of Trinidad. Any additional garbage collection service requested or required by City shall be billed by Contractor to City at Contractor's customer collection rates.

B. Contractor shall provide and collect, at no charge to City, and not more than every other week, a recycling container intended for the collection and transportation of city-generated Recyclable Materials.

C. Contractor shall allow for city staff to self-haul, or to receive curbside collection if available, city-generated green waste and electronic waste to contractor's facility in McKinleyville at no charge to city, provided such collection services are provided at Contractor's facilities.

D. Contractor shall provide, at no additional cost, up to two 40 cubic-yard bins, not to exceed thirty (30) tons, twice per year, to be used for residential green waste pickup, and up to one 40 cubic-yard bin, twice per year, for residential bulky waste, to be placed at a mutually beneficial location and staffed by Contractor.

7. PERFORMANCE BOND

Contractor shall post a fifty-thousand dollar (\$50,000) bond or financial instrument acceptable to City Manager of City as guarantee for the performance of all the terms and conditions of this Contract. The bond must be renewed and in full force for every day of this Contract and for the full sum herein specified. Upon Contractor's failure to pay the City an amount owing under this Contract, the Performance Bond may be accessed by the City. In the event the City is successful in drawing on the Performance Bond, all of City's costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable attorney's fees and costs, shall be paid by Contractor. When a withdrawal is made from the bond, Contractor shall restore the bond to the full amount within thirty (30) calendar days after receiving written notice from City of a withdrawal. If the performance bond takes the form of an interest-bearing account, the interest shall accrue to the Contractor.

8. FRANCHISE FEE

A. Contractor shall during the life of the Contract pay to City the following amount as and for a Franchise Fee:

- 1) Nine percent (9%) of the total gross receipts, less recycling receipts, arising from Contractor's operations under this Contract;
- 2) City, in its sole discretion, may increase or decrease the Franchise Fee percentage by giving sixty (60) day's written notice to Contractor; provided, however, that in the event of an increase, the Contractor may, and in the event of a decrease, the Contractor shall, adjust Contractor's Garbage Service Rates accordingly so that the Franchise Fee change becomes a pass-through for the Contractor.

B. In the event said payment is not made, this Contract shall at the election of City terminate.

Contractor shall file with the City Manager within three months after the expiration of the fiscal year or fractional fiscal year following the Effective Date of the execution of this Contract and, within three months after the expiration of each and every fiscal year thereafter, a verified statement showing in detail the total gross receipts of Contractor, which shall include the amounts allocated to solid waste and recycling receipts, on a quarterly basis during the preceding fiscal year or such fractional fiscal year arising from its operations under this Contract within the City of Trinidad.

Contractor shall pay to City in lawful money of the United States within thirty (30) days following the end of each calendar quarter the aforesaid Franchise Fee for that quarter.

Contractor's books of account and other records pertaining to revenues generated from the services provided under this Contract shall be available to the City or its agent for inspection, audit, or other lawful purpose.

Any neglect, omission, or refusal of said Contractor to file said verified statement or to pay said Franchise Fee at the time or in the manner herein above provided, which neglect, omission, or refusal shall continue for more than fifteen days following notice thereof to the Contractor from City shall be grounds for the termination of this Contract and of all rights of the Contractor hereunder. Such notice shall be deemed to have been given ten (10) business days following deposit in the United States mail, postage prepaid, to Contractor's address specified in Paragraph 26 of this Contract.

9. DISPOSAL MANDATES

A. Flow Control.

Both parties acknowledge that the City has formally requested membership on the Humboldt Waste Management Authority, a Joint Powers Authority. As a condition of its membership in this Authority, the City is obligated to ensure flow control of Solid Waste generated or accumulated within the jurisdiction of the City. In addition, State law independently confers on the City authority to provide for Solid Waste handling services including the imposition of flow control measures. Contractor expressly agrees that it will not transport any Solid Waste or Recyclable Materials, including green waste, collected from within the jurisdiction of the City, to any facility other than the Designated Disposal or Recycling Facility, respectively, or other appropriately designated facility without the express written permission of City. Any such permission may include conditions as specified by City in order to implement its obligations as a member of the Humboldt Waste Management Authority.

B. Solid Waste Disposal at Designated Facility

All Solid Waste for Landfill Disposal collected by Contractor shall be delivered to the Designated Disposal Facility, as may be changed from time to time. The designated location shall be determined by the three-party agreement entered into by the County of Humboldt, Humboldt Waste Management Authority and Contractor. Under the terms of such Agreement, as of the effective date, Contractor may deliver solid waste to Humboldt Sanitation in McKinleyville, California or the Humboldt Waste Management Authority (HWMA) Transfer Facility located at 1059 West Hawthorne Street, Eureka, California.

C. Recyclable Materials Delivery to Designated Facility

All Recyclable Materials collected by Contractor shall be processed at a facility designated by Contractor and approved by City (such approval not to be unreasonably withheld). As of the date of this Agreement, the designated facility is the facility operated by Humboldt Sanitation and Recycling at 2585 Central Avenue, McKinleyville, California, 95540.

D. Compliance With All Laws

All solid and special waste shall be disposed of in such manner as may be prescribed by State law and local solid waste and diversion ordinances. In addition, the City and Contractor

note that Federal and State legislation in the future may dictate the delivery of collected wastes to special facilities at specific discharge fees or payments, with which Contractor shall comply. Any additional costs to Contractor to comply with any new laws and/or regulations shall be subject to an adjustment in rates to cover such costs, upon submission by Contractor of adequate supporting evidence of additional costs, and subject to approval of the City, the approval of which shall not be unreasonably withheld.

10. COLLECTION EQUIPMENT

Contractor shall provide the equipment and workforce reasonably necessary to properly and safely accomplish Solid Waste collection and processing. Equipment shall be in a clean, sanitary condition. Collection vehicles shall have the Contractor's name painted on the side so as to be clearly visible. The following provisions shall apply to the equipment used in the performance of the franchise:

- (a) Enclosed steel packer-type bodies shall be used on trucks;
- (b) The container bed shall be water-tight on the lower portion thereof to insure against liquid drippings and spillage; and
- (c) For servicing large, bulky dry loads, an open steel truck bed may be used, provided adequate canvas or other covers are applied to restrict any loss of debris.

11. PERFORMANCE REQUIREMENTS

Contractor shall:

- A. Exercise competent supervision over the operation, and perform service in a courteous, professional, and high-quality manner;
- B. Be exceptionally careful to minimize litter in collecting and transporting waste materials;
- C. Maintain a 24-hour a day telephone number and answering device for contact outside normal business hours;
- D. Adhere to a collection frequency schedule and shall have specific routes and collection days for adhering to that schedule;
- E. Furnish City with Residential Collection Day Schedule, and shall not make changes to same without informing City;
- F. Attempt to promptly correct any complaints relative to service or Missed Service. In the event that complaints are registered with the City rather than the Contractor, the City shall promptly inform the Contractor of the complaint. Contractor shall promptly and properly respond to the complaints and notify City when response is completed; and
- G. Be properly licensed in all regards for the purposes of this Contract.

12. LIQUIDATED DAMAGES

The City and Contractor recognize that it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by the City as a result of a material breach by Contractor of its obligations under this Contract. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:

- 1) Substantial damage results to members of the public who are denied quality, reliable services;
- 2) Such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Contract to individual members of the general public in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms;
- 3) The monetary loss resulting from the denial of quality, reliable services is impossible to calculate in precise monetary terms; and
- 4) The termination of this Contract for such breaches, and other remedies, are a means of future correction and not remedies which make the public whole for past breaches.

Accordingly, the City may, in its discretion, assess liquidation damages not exceeding the sum of one hundred dollars (\$100.00) per day, for each calendar day that Contractor is in material breach of this Contract, as determined by the procedures set forth in section 20 and 21 below. The City finds, and Contractor acknowledges and agrees, that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Contractor shall pay any liquidated damages assessed by the City within ten (10) days after they are assessed. If they are not paid within the ten (10) working days period, the City may withdraw them from the Performance Bond required by Paragraph 7, and in addition to any other remedies, order the termination of the franchise granted by this Contract.

13. INDEMNIFICATION OF CITY

Contractor shall appear and defend all actions against the City, its officers, officials, employees, and volunteers arising out of the exercise of this Contract, or the failure of performance of any of the terms or obligations imposed hereunder, and shall indemnify and save City, its officers, officials, employees, and volunteers, free and harmless of and from all claims, actions, or causes, including attorney's fees, of action arising from negligence connected with the exercise of this Contract or the failure of performance of any of the terms or obligations imposed hereafter. This provision shall survive the expiration period during which collection services are to be provided under this Contract.

14. HAZARDOUS SUBSTANCE INDEMNIFICATION

The Contractor shall indemnify, defend with counsel selected by City, protect and hold harmless the City, its officers, officials, employees, and volunteers and any successor or successors to City's interest, from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damage, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities,

causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by or asserted against, the City, its officers, officials, employees, and volunteers arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to government action) concerning any hazardous substance or hazardous waste at any place where Contractor stores or disposes of municipal solid waste pursuant to this Contract.

The foregoing indemnity is intended to operate as a Contract pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify City from liability under CERCLA, other statutes or common law for any and all matters addressed in the section. This provision shall survive the expiration period during which collection services are to be provided under this Contract.

15. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office form number GL 0002 (ED. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability;
- 2) Insurance Services Office Form number CA 0001 (ED. 1/78) covering Automobile Liability, code 1 "any auto"; and
- 3) Worker's Compensation as required by the Labor Code of the State of California and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- 1) Comprehensive General Liability: \$3,000,000.00 combined single limit per occurrence and \$3,000,000.00 in the aggregate, for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$3,000,000.00 combined single limit per accident for bodily injury and property damage. The policy shall include an MCS 90 endorsement if required by the Motor Carrier Act of 1980. The City shall qualify as an insured or additional insured.
- 3) Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability.

4) Contractors Pollution Liability

- Minimum Limits: 1,000,000.00 per Pollution Incident; 2,000,000.00 Aggregate;
- Coverage must apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$5,000.00.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance must be continued for five (5) years after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work. Thirty (30) days' prior written notice of cancellation or material change must be provided to City.

Required Evidence of Coverage: Properly completed Certificate of Insurance.

D. Contractor shall procure a bond or other security acceptable to City guaranteeing payment of deductible, investigation, claim administration and defense expenses in the amount of the applicable deductible.

E. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Automobile Liability and Pollution Liability Coverages:

- a) City, its officials, employees and volunteers are to be covered as insured with respect to the following: (1) liability arising out of activities performed by or on behalf of Contractor; (2) premises owned, leased or used by Contractor; and (3) automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, employees or volunteers.
- b) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of contractor's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- d) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability Coverages: The insurer shall agree to waive all rights of subornation against City, its officials, employees and volunteers for losses arising from work performed by Contractor for City.

3. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

F. Insurance is to be placed with insurers with a current A.M. Best's rating no less than "A" and acceptable to City Manager of City and provides the City with adequate assurances of reserves held for claims.

G. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Notwithstanding the foregoing, if it is determined as a result of arbitration or judgment that the Contractor and City are both legally liable for damages arising out of bodily injury to persons or for damages to property or if it is determined in such proceeding that the City or its employees are solely responsible for said damages, Contractor shall have no duty to defend, protect, indemnify or hold City, its officers or employees and agents free and harmless from loss or damage except to the extent its liability for damages is apportioned under the doctrine of comparative negligence as the same existed in the State of California on the effective date of this Contract.

16. SERVICE OPERATIONS AND PERFORMANCE

Franchise Contractor shall provide, as called upon by City and by individual Customers, curbside collection, disposal and hauling service of such wastes as are generated in or occur within the City of Trinidad. The basic service components to be performed by Contractor are as follows:

A. Solid Waste Can Collection Service

This consists of containerized curbside garbage collection at least on a once per week basis, provided that all garbage collected must fit into totter container as furnished by Contractor at no initial cost to the customers.

B. Solid Waste Large Bin Collection Service

Contractor shall offer large bin garbage collection service the same as is provided under Contractor's Franchise Agreement with the County of Humboldt for the Northwestern Area of Humboldt County.

C. Drop Box Debris Bin Collection Service

Contractor shall offer drop box debris bin collection service, on a schedule or on call, with Contractor furnishing or offering to furnish said drop boxes, or offering to haul boxes owned by a Customer. Bins or boxes supplied by a Customer must be compatible with Contractor's equipment.

D. Recycling Collection Service

This consists of containerized, single stream curbside collection of recyclable materials on an every other week basis.

E. Reports

Contractor shall submit to City the following reports in a format approved by City, with data specific to Trinidad, during the term of the Contract:

1) Quarterly Reports

Within fifteen (15) days after the last day of each calendar quarter, Contractor shall submit a quarterly Report to include all of the following:

- a. Quarterly summary of the tonnage of Solid Waste for Landfill Disposal and Recyclable Materials collected specifically within the City limits; and
- b. Quarterly participation rates by number of customers per service type on a form provided by City.

2) Annual Reports

On or before March 1 of each year, Contractor shall submit a year-end report for the previous year, to include suggestions for improving public awareness, participation rate by service type, amount of material diverted from the waste stream significant highlights, noteworthy experiences, and problems from the previous year, list of Customers and their addresses. This list shall be confidential to third parties.

All reports are to be submitted to:

**City Manager, City of Trinidad
Post Office 390
Trinidad, CA 95570**

E. If Contractor observes any substances that it or its employees reasonably believe or suspect to contain hazardous wastes unlawfully disposed of or released on City property, including streets, storm drains, or public rights of way, Contractor also shall immediately notify the City.

F. Any refuse spilled during the pick up process shall be the responsibility of the Contractor and shall be cleaned up promptly. Contractor's equipment shall be watertight on lower portion so as to assure against liquid spillage. Refuse scattered from containers by animals is not the responsibility of the Contractor.

G. Contractor shall immediately after loading Garbage replace lids or covers on containers when covers are present and usable and shall return containers to their original location.

H. Contractor shall not be required to travel upon private residential driveways or other passageways not suitable for heavy equipment. It shall be expected of the residential Customers to place their containers at Curbside.

I. The basic service components can be altered by City with corresponding adjustments in compensation to be negotiated by both parties. This alteration could include at some future time, yard clippings collection or additional recycling services.

17. AVAILABILITY OF SERVICE AND SPECIAL SERVICE

Contractor shall provide service on a subscription basis to any residence or business that requests service and pays for service in a timely manner. No such business or residence that generates and discards waste legally shall be denied the opportunity for service. Contractor may offer special services, in accordance with Contractor's license, to residents or businesses and receive fees as agreed upon for those services.

18. TIME LIMITS OF COLLECTION

Contractor's hours of operation shall be approved by City. The City further reserves the right to regulate hours during the term of this Contract should the City deem that traffic, noise, or hours of operation are a nuisance.

19. RECORDS AND CONFIDENTIALITY

Contractor's operation and financial records related to the services provided under this franchise shall be open and accessible for inspection by City at all times, but shall remain confidential with respect to third parties. However, City Council of City may discuss a summary of Contractor's financial data as part of any public meeting for the purposes of reviewing rates. Contractor shall maintain all documents, ledgers, invoices, canceled checks, and records that demonstrate performance under this Contract for a minimum period of five (5) years or any longer period required by law. All audit costs and financial reporting are to be considered normal operating costs of Contractor.

20. BREACH BY CONTRACTOR

In the event Contractor should default in the performance of any material provisions of the Contract or fail to comply with the provisions of Ordinance No. 2013-03 as the same now exists or may hereafter be amended, and the default is not cured within 30 days after receipt of written notice of default from City, then City may, at its option, hold a hearing at a City Council meeting to determine whether this Contract should be terminated. If the City determines that public health or safety is at risk, remedies may be required within 7 days of written notice to Contractor without prior hearing with City Council.

In the event City exercises its option to terminate this Contract, City may, at its option, either directly undertake performance of the services or arrange with other persons to perform the service with or without a written Contract. In either event, Contractor shall be liable to City for any expense City incurs in performing the services.

In the event City exercises its option under this section to terminate this Contract, the City has no further liability to Contractor. In the event that Contractor fails to provide or maintain in full force and effect the required insurances, becomes insolvent, is adjudged bankrupt, files any bankruptcy petition, or makes an assignment for the benefit of creditors, this contract may be immediately terminated by City.

Upon breach and termination of this Contract, any performance that Contractor has failed to render may be performed by the City, either directly or by contracting therefore at the expense of the Contractor and its surety, if any. Any net costs incurred by City in carrying out this Contract after it has been terminated may be charged against the Contractor and any surety for its performance.

A waiver by either party of performance of any provision of this contract shall not amount to a future waiver of the strict performance of such provisions or any other provision of this Contract.

21. REMEDIES FOR FAULTY PERFORMANCE

A. Following receipt by Contractor of written notice of breach as described in section 20 of this Contract, Contractor shall correct the default within the time frame specified; or in the case of a default that is not capable of being corrected within thirty (30) days, Contractor shall commence correcting the default within thirty (30) days of City's notification thereof, and thereafter correct the default with reasonable diligence.

B. If the City determines that the Contractor has failed to correct a default within a reasonable period of time, City, upon ten (10) days prior written notice, shall have any of the following rights and remedies:

- 1) The right to give notice of termination of the Contract in accordance with the terms and procedures set forth herein.
- 2) The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself.
- 3) The right to obtain damages and/or injunctive relief as both parties recognize that in the event of default under the terms of this Contract by Contractor, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Contract and enjoin the breach thereof.
- 4) City's costs in performing these remedies may be drawn from Contractor's Performance Bond.

22. FORCE MAJEURE

Neither the Contractor nor the City shall be liable for the failure to perform their duties nor any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, earthquake, governmental order, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor or City. When hazardous road conditions are present due to snow, ice, slides or other reasons, the Contractor may, with approval from the City, suspend collection in affected areas.

23. COMPENSATION TO CONTRACTOR

Rates

Contractor shall perform the responsibilities and duties described in this Contract in accordance with and in consideration of service rates. The service rates shall be the same rates as charged to customers under the Solid Waste Collection Franchise Agreement for the Northwestern Area of Humboldt County between the County of Humboldt and the Contractor.

24. LOADING

The Contractor shall be responsible for the cleaning of all earth, Garbage, waste, offal or debris placed, spilled or tracked on any road, street, alley or public place by any of his equipment, and if the Contractor fails to clean the same within two hours after written notice is served by the City Manager, the City Manager may cause such roads, streets, alleys or public places to be cleaned and Contractor shall promptly repay City the cost thereof. The Contractor shall, immediately after loading Garbage, waste, offal or debris, replace all covers on containers when covers are present and useable. The Contractor shall exercise care during the loading, unloading, or operation of equipment such that the noise level will not exceed 65dBA at 50 feet.

25. EMERGENCY COLLECTIONS

Adequate provisions shall be made by the Contractor to take care of collections when Garbage, waste, offal or debris have not been collected during the regularly scheduled trip. Special pickups for missed collections shall be made by the Contractor when ordered by the City Manager. The Contractor shall not be entitled to any additional compensation except in those cases where the missed collection is due solely to the part of the Customer.

26. NOTICES

All notices shall be in writing and delivered in person or transmitted by U.S. mail, postage prepaid, as follows:

To City: City Manager, City of Trinidad
 P. O. Box 390
 Trinidad, CA 95570

To Contractor: Humboldt Sanitation Company, Inc.
 2585 Central Avenue
 McKinleyville, CA 95519

27. COMPLIANCE WITH REGULATIONS

Contractor shall comply with all laws, ordinances and requirements (both present and future) of the United States, the State of California, the City of Trinidad, the Humboldt Waste Management Authority, and the County of Humboldt. In the event of material change in any such rules, the parties may renegotiate appropriate terms of this Contract. If the parties cannot reach agreement on new terms, City may terminate this Contract.

28. MISCELLANEOUS PROVISIONS

A. Contractor may not assign this Contract or any interest or portion of this Contract without prior written approval of City. Any purported assignment without such approval shall be void.

B. This written Contract contains the sole and entire contractual agreement between the parties. It supersedes any and all other contracts between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the

subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein. Each party further acknowledges that any statements or representations that may have been made by either of them are void and of no effect and that neither of them has relied on such statements in connection with its dealings with the other.

C. No waiver or modification of this Contract or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Contract, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived except as herein set forth.

D. City intends that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is to be performed. Contractor shall be free to contract for similar services to be performed for others while it is under contract with City. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plans, workers' compensation insurance or similar benefits that City provides for its employees.

E. Should any litigation be commenced between the parties hereto concerning this Contract, or the rights and duties of any party in relation thereto, the party prevailing in any litigation arising from this agreement shall be entitled to reasonable attorney fees and costs.

F. If any term, covenant, condition, section or provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, such determination shall affect only such term, covenant, condition, section or provision and all remaining terms, covenants, conditions, sections and provisions of this Contract shall remain fully effective and enforceable between City and Contractor

G. This Contract is the result of negotiations between City and Contractor in which each was represented by legal counsel chosen by each and shall be interpreted and construed reasonably, not giving effect to any rule of interpretation or construction based on its drafting by one party or the other.

H. Contractor shall cooperate with City and those designated by City in connection with City's implementation of its Integrated Solid Waste Management Plan educational functions and shall make available to City such nonproprietary information as City requests to enable City to discharge its responsibilities under its Integrated Solid Waste Management Plan. Contractor shall also cooperate with City in connection with the performance by City of compliance audits and inspections of those receiving services provided under this Contract. Contractor shall provide City with quarterly reports including the following information: total tonnages disposed and total tonnages recycled, separately listing residential (truck), bin, and special waste totals, and types of service provided to all weekly and monthly Customers.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the date set forth below and make it effective as of the date set forth above.

CITY OF TRINIDAD

By: _____
Mayor

Dated: _____

Attest:

City Clerk

Dated: _____

Approved as to form:

City Attorney

HUMBOLDT SANITATION, INC.

By: Gregory D. Cain
President

Dated: _____



DISCUSSION AGENDA ITEM 3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 31 PAGES

3. Discussion/Decision regarding Stormwater Improvement Project Bid Award and Contract for Labor Compliance Services.

DISCUSSION AGENDA ITEM

Date: April 9, 2014

Item: AUTHORIZE CITY MANAGER TO AWARD THE ASBS STORMWATER IMPROVEMENT PROJECT AND AUTHORIZE THE CITY TO CONTRACT FOR LABOR COMPLIANCE SERVICES WITH NORTH VALLEY LABOR COMPLIANCE SERVICES

Background: In 2011, the City entered into a \$2.5 million grant funding agreement with the State Water Resources Control Board (SWRCB) to help address polluted stormwater discharges to the Trinidad Bay Area of Special Biological Significance (ASBS). The goal of the Trinidad ASBS Stormwater Improvement Project (the Project) is to reduce polluted stormwater runoff from entering into the ASBS by modernizing the City's stormwater system. The design of the new stormwater system was developed to collect, treat, and infiltrate City stormwater runoff in the upper portion of Trinidad. The Project will help the City meet the requirements of the California Ocean Plan's prohibition of waste discharge into the Kelp Beds at Trinidad Head ASBS.

The project was put out to bid in February 2014 and the City received four bids at Friday March 28, 2014 bid opening. The low bidder at \$1,699,000 for all of the stormwater elements was Wahlund Construction Inc., who is duly licensed and submitted all appropriate paperwork with the bid. The City has \$1,210,100 available in grant funds for construction. GHD confirmed with the SWRCB that no additional grant funds are available for construction and so the City should construct the most valuable improvements within the existing funding.

The Bid documents allow the City to "not award any or all items". Thus, GHD recommends not awarding bid items Nos. 10, 11, 12, and 13 which are the improvements proposed along View Avenue, Hector Street, East Street, and West Street. Removal of these bid items and reduction of the associated mobilization costs to the contract limit of 8% reduces the low bid project cost to \$1,085,900 which would allow for a contingency of \$124,200 or 11%. Removal of the bid items does not change the low bidder for the project. The components remaining in the project include improvements along Trinity Street and Ocean Avenue, and retain 84% of the original project stormwater reduction benefits during a 50 year storm event.

It is recommended that the City award the contract to Wahlund Construction Inc., and authorize the City Manager to negotiate change orders as may be required throughout the project to address situations as they may arise and to keep the project within available grant funding limits. And, authorize the City Manager to sign the construction contract and issue the notice to proceed once all contract documents from the Contractor have been reviewed, approved, and signed.

In addition, the City needs to implement a Labor Compliance Program (LCP) and retain a Labor Compliance specialist for monitoring. Attached is a scope from North Valley Labor Compliance Services (NVLCS) to perform the required plan development and monitoring services. NVLCS has been used by several local agencies including the Humboldt Bay Municipal Water District.

The LCP requires the City to pass a resolution directing the LCP to be developed and authorizing North Valley Labor Compliance Services to submit the plan to the Department of Industrial Relations. In addition, the City will need to identify a labor compliance attorney in the plan who will work for the City in the rare instance that a contractor refuses to comply with labor laws. The labor compliance attorney would not be engaged in the project or receive any fees unless a prevailing wage issue went to court.

Staff Recommendation:

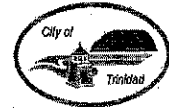
1. Authorize the City Manager to award the contract to Wahlund Construction Inc. in the amount of \$1,085,900.
2. Authorize the City Manager to negotiate change orders as may be required throughout the project to address situations as they may arise and to keep the project within available grant funding limits.
3. Authorize the City Manager to sign the construction contract and issue the notice to proceed once all contract documents from the Contractor have been reviewed, approved, and signed.
4. Authorize the City Manager to execute a contract with North Valley Labor Compliance Services for labor compliance.
5. Adopt the resolution authorizing North Valley Labor Compliance Service to develop and submit the Labor Compliance Program to the Department of Industrial Relations.
6. Authorize the City Manager to develop and execute an agreement with a Labor Compliance Attorney for inclusion in the Labor Compliance Program per the Department of Industrial Relation requirements.

Attachments: GHD Bid Award Recommendation Letter
 North Valley Labor Compliance Services Contract
 Resolution 2014-~~XX~~
 Presentation on the ASBS Stormwater Project

TRINIDAD CITY HALL

P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Julie Fulkerson, Mayor
Gabriel Adams, City Clerk



RESOLUTION 2014-04

AUTHORIZING THE DEVELOPMENT AND SUBMISSION OF A LABOR COMPLIANCE PROGRAM

WHEREAS, as a condition of receiving said grant funds, the City of Trinidad must submit a labor compliance program to the California Department of Industrial Relations for review and approval, the City of Trinidad has contracted with North Valley Labor Compliance Services to assist by writing a Labor Compliance Program for approval; and

WHEREAS, The City of Trinidad lacks the expertise in the creation and administration of a labor compliance program that will satisfy the requirements of the California Department of Industrial Relations, the City of Trinidad has elected to contract with a qualified outside firm to provide necessary services.

NOW, THEREFORE BE IT RESOLVED, the City of Trinidad has elected to contract with North Valley Labor Compliance Services, of 1282 Stabler Lane Suite 630-197, Yuba City, CA 95993, to provide labor compliance and monitoring services; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Trinidad authorizes North Valley Labor Compliance Services to submit a labor compliance program, and all necessary related documentation, to the California Department of Industrial Relations for review and approval, and to enforce said program.

PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL of Humboldt County of the State of California this 9th day of April 2014.

I the undersigned hereby certify that the foregoing Resolution was duly adopted by the Trinidad City Council by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Gabriel Adams
Trinidad City Clerk

Julie Fulkerson
Mayor, City of Trinidad



April 2, 2014

Karen Suiker
City Manager
City of Trinidad
409 Trinity Street
Trinidad CA 95570

RE: ASBS Stormwater Improvement Project Bid Award Recommendation and Labor Compliance Monitoring Recommendation

Dear Karen,

This letter presents the recommendations for the next steps for implementing the City of Trinidad's ASBS Stormwater Improvement Project. The grant funds were awarded to the City by the State Water Resources Control Board (SWRCB) with a goal of improving the quality of stormwater flowing to Trinidad Bay's Area of Special Biological Significance (ASBS). The project goals are consistent with the Trinidad-Westhaven Coastal Watershed Management Plan.

To improve stormwater quality, GHD designed a number of discrete stormwater improvement elements throughout the City with the intent of constructing as much as funds would allow. The City received four bids on Friday March 28, 2014. A bid tabulation summarizing the bid results is included as an Attachment to this memo. There was over a \$1.1 million difference between the low and high bid and the low bid was higher than the construction estimate for all the stormwater elements.

Wahlund Construction Inc. is duly licensed and submitted all appropriate paperwork and was the low bidder at \$1,699,000 for all of the stormwater elements. The City has \$1,210,100 available in grant funds for construction. GHD confirmed with the SWRCB that no additional grant funds are available for construction and so the City should construct the most valuable improvements within the existing funding.

The Bid documents allow the City to "not award any or all items". Thus, GHD recommends not awarding bid items Nos. 10, 11, 12, and 13 which are the improvements proposed along View Avenue, Hector Street, East Street, and West Street. Removal of these bid items and reduction of the associated mobilization costs to the contract limit of 8% reduces the low bid project cost to \$1,085,900 which would allow for a contingency of \$124,200 or 11%. Removal of the bid items does not change the low bidder for the project, as shown in the attached table. The components remaining in the project include improvements along Trinity Street and Ocean Avenue, and retain 84% of the original project stormwater reduction benefits during a 50 year storm event.

It is recommended that the City take the following actions:

1. Award the contract to Wahlund Construction Inc., the lowest responsible and responsive bidder in the amount of \$1,085,900, and authorize the City Manager to negotiate change orders as may be required throughout the project to address situations as they may arise and to keep the project within available grant funding limits.
2. Authorize the City Manager to sign the construction contract and issue the notice to proceed once all contract documents from the Contractor have been reviewed, approved, and signed.



In addition, the City needs to implement a Labor Compliance Program (LCP) and retain a Labor Compliance specialist, which was included in the original grant application. The Humboldt Bay Municipal Water District and others have used North Valley Labor Compliance Services, whom GHD contacted and is available to work with the City on this project. The City Attorney has reviewed the contract that is attached to this memo, and had no revisions.

The City is required to pass a resolution directing the LCP to be developed and authorizing North Valley Labor Compliance Services to submit the plan to the Department of Industrial Relations in order for the plan to be approved by the State. A draft resolution will be provided to the City. In addition, the City will need to identify a labor compliance attorney in the plan who will work for the City in the rare instance that a contractor refuses to comply with labor laws. The labor compliance attorney would not be engaged in the project or receive any fees unless a prevailing wage issue went to court. To address these labor compliance items it is recommended that the City take the following additional actions:

3. Authorize the City Manager to execute a contract with North Valley Labor Compliance Services for labor compliance.
4. Adopt the resolution directing North Valley Labor Compliance Service to develop and submit the Labor Compliance Program to the Department of Industrial Relations
5. Authorize the City Manager to develop an agreement with a Labor Compliance Attorney for inclusion in the Labor Compliance Program per the Department of Industrial Relation requirements.

We look forward to working with City staff to complete another successful construction project for the benefit of the citizens of Trinidad. If you have any questions regarding this project, please feel free to contact me at (707) 443-8326.

Regards
GHD Inc

A handwritten signature in cursive script that reads "Rebecca Crow".

Rebecca
Crow
707-443-8326

c: Steve Allen, GHD

Attachments:

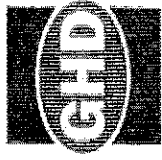
March 28, 2014 Bid Results
North Valley Labor Compliance Services Proposal and Contract Documents

City of Trinidad

ASBS Stormwater Improvement Project

Bid Opening 12:00 PM Friday, March 28, 2014

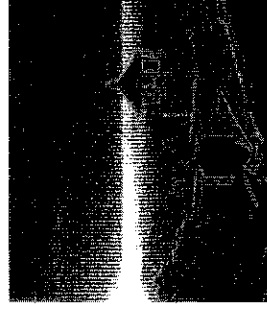
BID SCHEDULE ITEMS				CONTRACTOR			
Item No.	Description	Quantity	Units	Stewart Engineering	Wahland Construction	GR Sundberg	Mercer Fraser
				Total	Total	Total	Total
1	Mobilization	1	LS	\$200,000	\$135,000	\$200,000	\$150,000
2	Demobilization and Site Cleanup	1	LS	\$50,000	\$5,000	\$15,000	\$15,000
3	Potholing	1	LS	\$47,000	\$74,000	\$30,000	\$12,000
4	Temporary Traffic Control	1	LS	\$133,000	\$5,000	\$32,000	\$40,000
5	Shoring and Trench Safety	1	LS	\$352,000	\$143,000	\$430,000	\$50,000
6	Construction Staking	1	LS	\$15,000	\$9,000	\$10,000	\$10,000
7	Erosion and Sediment Control	1	LS	\$48,000	\$3,000	\$10,000	\$20,000
8	Trinity Street Stormwater Improvements	1	LS	\$568,000	\$460,000	\$600,000	\$650,000
9	Ocean Avenue Stormwater Improvements	1	LS	\$499,000	\$560,000	\$550,000	\$450,000
10	West Pointe Stormwater Improvements	1	LS	\$231,000	\$260,000	\$330,000	\$300,000
11	Hutchins Street Stormwater Improvements	1	LS	\$139,000	\$100,000	\$200,000	\$100,000
12	East Street Stormwater Improvements	1	LS	\$136,000	\$175,000	\$225,000	\$130,000
13	West Street Stormwater Improvements	1	LS	\$66,000	\$65,000	\$75,000	\$50,000
	TOTAL BID			\$2,511,000	\$1,699,000	\$2,837,000	\$2,087,000
	Sum of Bid Items 10-13			\$599,000	\$565,000	\$960,000	\$690,000
	Revised Mobilization held to contract limit of 8%			\$148,800	\$86,900	\$145,900	\$108,500
	Total Bid minus Items 1, 10, 11, 12, 13 plus revised mobilization			\$1,860,800	\$1,085,900	\$1,822,900	\$1,355,500
				Recommended Bid Award			
				Available Grant Funds			
				Contingency			
				Contingency %			
				11%			



City of Trinidad

Trinidad Area of Special Biological Significance (ASBS) Stormwater Improvement Project

Rebecca Crow



ASBS Stormwater Improvement Project

- Subsurface Treatment & Infiltration Chambers
- Bioswales & Rain Garden
- Underground Piping/ Stormdrain inlets



FAQS

Who is funding this project? Proposition 84 grant funds.

Were impacts to businesses considered? Yes. The project has been developed to minimize impacts to businesses and residents as much as possible while complying with project grant and permit requirements.

Why is this project being constructed over the summer? Because summer is the least rainy season, and since this project includes a significant amount of excavation work, construction must occur during the drier summer months.

Will any streets be closed during construction? Yes, when required for construction. Detours will be provided during any closures. Access by emergency responders will always be provided. The contractor is limited to 21 calendar days to close Trinity Street. Side streets may be closed down for short periods as well. Traffic control and short delays should be expected in other construction areas as the project is within City streets Right-of-Way.

Will street parking be affected? There will be no loss of street parking as a result of this project. However, there will be some temporary parking restrictions during construction.



Public Outreach

- GHD has reached out to the Trinidad Chamber of Commerce and the most heavily impacted businesses
- GHD will continue to reach out to affected businesses and some residences.

Questions? Contact:

City Hall

(707) 677-0223

Steven Allen, GHD

(707) 443-8326

Rebecca Crow, GHD

(707) 443-8326



Next Steps/ Schedule

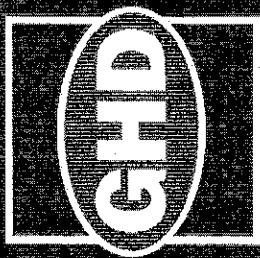
Schedule

- Approve Contract Award in April 2014
- Issue Notice to Proceed by May 15, 2014
- Complete Improvements on Trinity Street – 21 days allowed between June 16 and August 10th
- Trinity Street and Ocean will not be closed at the same time
- Complete Construction by October 15, 2014

ASBS Stormwater Future Projects

- Continue Planning for Future Watershed Stormwater Improvements
- Pursue Funding for Final Design and Construction of Future Stormwater Improvements
- Receive Feedback from Public and Stakeholders





Questions?

www.ghd.com



NORTH VALLEY LABOR COMPLIANCE SERVICES

April 1, 2014

Ms. Rebecca Crow
GHD
707-443-8326

PROPOSAL for Labor Compliance Services-City of Trinidad/ASBS Storm Water Improvement Project REVISED

Thank you for the opportunity to submit a proposal for labor compliance services for the City of Trinidad, for their Proposition 84 project.

I have put together a proposal that outlines our scope of services, experience, references and a not to exceed value. North Valley Labor Compliance Services (NVLCS) proposes a total Not to Exceed value \$15,000.00 (Fifteen Thousand Dollars).

As of January 1, 2012, any Awarding Agency that needs labor compliance to meet requirements of Proposition 84 funding, would need to have an approved labor compliance program under their own name. The very first item that NVLCS would work on is writing a labor compliance program for the City of Trinidad and submitting the program to the Department of Industrial Relations for approval. There are several items that the City would have to provide to accompany the program, we guide them through the process. NVLCS would provide:

Labor Compliance Program, written for the City of Trinidad

Packet of wage sheets for the City and the Awarded Contractor

Packet of required documents to the Awarded Contractor, to submit for the project, so they are in compliance.

Education to the contractors so they are aware of requirements.

Monitoring of the payroll and supporting documents once the project starts.

Notices to the Contractors for any inadequate documents.

Correspondence with the City.

Necessary Enforcement procedures if the Contractors are not in compliance and do not come into compliance after being notified.

North Valley Labor Compliance Services
1282 Stabler Lane Ste. 630-197
Yuba City, CA 95993
Phone 530-674-3033 Fax 530-674-3815
cplay@sbcglobal.net

Annual report for the Department of Industrial Relations.

If necessary we would prepare documents for a hearing before the Labor Commissioner if the Contractor asked for a hearing, after an audit and complaint was sent to the Labor Commissioner. These services would be above the Not to Exceed Value, and would be billed hourly at the rate of \$75.00 per hour, and travel pay would also be billed.

Executive Summary

North Valley Labor Compliance Services (NVLCS) is highly experienced in California Labor Code pursuant to CCR §16421 through §16802 as well as Federal Labor Standards set forth in the Davis-Bacon Act (40 USC 276(a-a5), The Copeland "Anti-Kickback" Act (40 USC 276©; and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333).

We are currently enforcing approved Labor Compliance Programs that we have written, for multiple cities, water districts, and school districts with funding from Propositions 50, 84, 47 and 55 along with funding from ARRA, CDPH, CDBG and the Department of Water Resources. We have excellent working relations with contractors, unions, joint labor committees, the awarding bodies that we work for and state agencies; because our goal is to educate and assist, not to find errors and penalize.

Qualifications and Experience of Firm

- North Valley Labor Compliance Services was established in 2005 as a sole proprietorship. Carolyn Lay is the principal Labor Compliance Officer and owner of the company.
- North Valley Labor Compliance Services business address is: 1282 Stabler Lane, Suite 630-#197, Yuba City, CA 95993; phone 530-674-3033, email cplay@sbcglobal.net.
- Laura Devany is the second Labor Compliance Officer that works as an independent contractor that works closely with Carolyn Lay in monitoring projects; phone 530-635-1575, email Devany.laura@gmail.com.

Carolyn and Laura have worked in Labor Compliance on state and federal projects for 11 years and have overseen millions of dollars worth of construction.

Scope of Work:

After NVLCS receives a signed agreement for labor compliance services then NVLCS would write a labor compliance program for the City of Trinidad to be submitted to the Department of Industrial Relations. Each awarding agency has to have their own state approved labor compliance program. With the program the City would have to include a Board Resolution, approving the contract with NVLCS and submittal of the program to the DIR for approval. The City would also need to list a law firm that would represent the City if a prevailing wage case arose. The law firm has to have labor law experience and the DIR asks for their resumes or bios as proof. All of the Cities, Counties and Agencies that I am working with are using my attorney recommendation.

We conduct a Labor Compliance workshop with the contractor and subcontractors that are awarded the contract. This is conducted via the web and telephone. This workshop will be very informative of all the requirements in order to comply with California and Federal Labor Code and prevailing wage laws. This is a very interactive workshop and has proven to be very successful in the prevention of Labor Standard violations.

Once construction begins, NVLCS will review and monitor certified payroll to verify compliance; making sure workers are being paid correctly, classified correctly and that fringe benefits are being paid. We will also ensure that apprenticeship requirements are adhered to by confirming eligibility of an approved program that is registered with the State of California and approved by the Department of Labor to meet Federal Requirements, if applicable. We maintain ongoing communication with the contractors concerning possible violations and discrepancies. We will give the contractor every opportunity to correct and rectify a potential error. If it becomes necessary to conduct an audit of certified payroll, NVLCS will notify the specified parties as well as the awarding body of our intentions. All parties will be notified of the outcome of an audit including potential penalties before a Request for Forfeiture is submitted to the Labor Commissioner and or the Department of Labor for Federal violations.

We ask that onsite interviews be conducted on a regular basis in an effort to confirm certified payroll records and to maintain a working relationship with the contractors. NVLCS assumes the City's contracted on-site Representative, GHD, can conduct the needed interviews and send to our office via scan and email so we may cross reference with the payroll and daily logs that we receive from the City. NVLCS provides the interview forms, they are very easy and take only about 5 minutes to complete with each employee/worker. It is anticipated that not more than 20 interviews will be needed.

NVLCS will review and approve each pay application that is presented to the Awarding Body for payment. If there are outstanding issues with a specific contractor/subcontractor, NVLCS will recommend the withholding of contract payments for that particular contractor/subcontractor.

We maintain current knowledge of prevailing wage laws by attending seminars sponsored by the Department of Industrial Relations, the Division of Apprenticeship Standards, the Foundation for Fair Contracting, the Department of Labor, California Department of Public Health, and others.

NVLCS will strive to create a solid working relationship with the awarding body, contractors, subcontractors and all other parties involved with a positive and proactive approach to labor compliance.

Collection Review, and Monitoring of Certified Payroll

All contractors who work on-site shall maintain complete certified payroll records; these shall contain all the required information shown on the DIR "Public Works Payroll Reporting Form". Records shall be furnished to NVLCS as defined in the contract. All payroll records are promptly reviewed for accuracy so that appropriate corrective action can be taken if necessary. NVLCS will check for completeness, and if accompanied by a Statement of Compliance, employee information, job classifications and wage rates. If discrepancies are found, we will notify the Prime Contractor with a "Ten Day Notice to Correct". It will be the responsibility of the prime contractor to forward the notice on to their subcontractor(s). We will contact the subcontractors directly upon request of the Prime Contractor. Pursuant to CCR §16432, we will conduct further

confirmation of payroll records in order to corroborate reported prevailing wage payments; for each month in which a contractor reports having workers on the project. This is accomplished through worker interviews, examination of pay stubs, or any other reasonable method. Confirmation is also undertaken upon complaints from workers or other interested persons, or when other information suggests inaccuracy of the payroll records.

Audits and Investigations

An investigation and audit shall be prepared when NVLCS determines that a violation of the prevailing wage has occurred. The audit will include the amount of underpayment to the worker(s) and any penalties to be assessed under LC §1775 and §1813. Information as to actual hours worked, amounts paid and classifications of workers employed on the project will also be included in the audit. During our investigation in preparing our audit we will derive information from interviews with the workers, complaints from workers or other interested parties, time cards cancelled checks, trust fund forms, work schedules, evidences that reflect job assignment, review of daily superintendent reports, IOR reports, and any other additional documents that may be pertinent to the investigation.

Enforcement

NVLCS strives very hard to develop a good relationship with the contractors to provide assistance in complying with CA and Federal Labor Code. We will be available as needed by phone or email.

- A. **Delinquent or Inadequate Payroll** – Once it is determined that certified payroll is either delinquent or inadequate pursuant to CCR §16435, NVLCS will issue a “Ten Day Notice to Correct” to the affected contractor. We will follow up this notice with a phone call to offer any assistance if needed. If inaccuracies are not promptly corrected within one payroll period after such notice, CA Labor Code §1771.5 requires the withholding of contract payments only to the subcontractor whose payroll records are delinquent and/or inadequate. We will provide the contractor with immediate notice that contract payments are being withheld, identifying why the payroll is deemed delinquent and/or inadequate, specifying the amount being withheld, and his rights under LC § 1742. Once corrected payrolls are produced, the withholdings will be released.
- B. **Failure to Pay Prevailing Wage** – Once it is determined that prevailing wage has not been paid by a contractor, by review, monitoring and/or confirming certified payroll; an investigation will be conducted to determine if the underpayment was a willful violation. NVLCS will issue a “Ten Day Notice to Correct”, followed with a phone call to answer any questions that the contractor may have. If the contractor makes prompt restitution to the worker and can provide information to prove a “good faith mistake” as determined by LC §1775, NVLCS will not be required to request from the Labor Commissioner a determination for penalties to be assessed against the

contractor. If the investigation provides evidence that a willful violation occurred, an audit will be prepared to include the amount of underpayment to the worker(s) and any penalties to be assessed under LC §1775 and LC §1813 and submitted to the Labor Commissioner for approval. A copy of the recommended forfeiture and the report shall be served on the contractor and subcontractor at the same time it is mailed to the Labor Commissioner. If a written complaint is received alleging the underpayment of prevailing wage by a contractor, NVLCS will notify the complaining party within 15 days that the case is being handled, and provide contact information of the person doing the investigating. We will also notify the contractor of the complaint within 15 days pursuant to LC § 1775. We will conduct an audit to determine accuracy of the complaint and follow the procedure as noted above. We will keep the complaining party apprised of the status of the investigation in an ongoing basis. NVLCS will file a Davis Bacon: 5.7 Labor Standards Enforcement Report for any violation over \$1,000.00 or violations deemed to be willful.

- C. **Failure to Comply With Apprenticeship Requirements** – NVLCS will issue a “10 Day Notice to Correct” once suspected violations are determined. An audit will be prepared to determine if the violation is a “knowing violation” under LC §1777.5. All suspected violations will be filed as a complaint to the Division of Apprenticeship Standards (DAS) under their guidelines as required by Labor Code. NVLCS will maintain a written summary of all labor compliance activities and relevant facts that pertain to this project for each contractor on the job.

Forfeitures

After our review of certified payroll records, if we discover that workers have been underpaid, an audit is prepared showing the total amount of underpayment, which also includes estimated penalties required pursuant to LC §§1775, 1776, and 1813. NVLCS will give the contractor the opportunity to explain why the violation was a “good faith mistake”. If the contractor fails to do so, NVLCS will prepare evidence of the violation in narrative form and submit this report to the Labor commissioner along with additional information as required by CCR §16437. NVLCS may recommend withholding of funds during the course of construction where the contractor has failed to comply with labor standards provisions within a thirty day period.

Assisting the District to Prepare for a Hearing Before the DIR

It is our hope and goal that our preventative measures will preclude a case from going before the DIR to be heard. In the event that this does happen, NVLCS will assist your legal counsel by providing detailed documentation that will help validate the case; this work will be billed as Additional Services as outlined in Section 4 . We will assist in any manner consistent with the Prevailing Wage Hearing Regulations set forth in CCR §17201-17270.

Recent Projects

- ***Nevada Irrigation District*** – We recently completed a project with Nevada Irrigation District located in Nevada County on the Cement Hill Water Supply Project. This project was approximately \$5,695,865 in construction value. It consisted of installation of treated water lines, storage tanks and pump stations. This project started in October 2009 and was completed in 2013. You may contact Doug Roderick, 1036 W. Main Street, Grass Valley, CA. Phone: (530) 271-6866; roderick@nidwater.com. **There was also a CDBG Grant for this project that we were instrumental in obtaining; NVLCS worked very closely with the DHCD on this project.** You may contact Kyle Thompson, Program Manager, Housing Division, County of Nevada, 950 Maidu Avenue, Nevada City, CA 95959, Phone: (530) 265-7256; kyle.thompson@co.nevada.ca.us or Jon Diedesch, DHCD, Community Development Block Grant Program, 1800 Third Street, Ste. 330, Sacramento, CA 95811, Phone: (916) 319-8402, jdiedesch@hcs.ca.gov.
- ***Northern California Reclamation Districts*** – We are currently working with 68 Reclamation Districts in the Sacramento Delta Region. The projects range from a construction value of \$1,500 to \$4M. They consist of but are not limited to levee repairs, erosion prevention, levee maintenance, emergency repairs, drainage pipe replacement, etc. You may contact Dante Nomellini, Jr. at 235 East Weber Avenue, Stockton, CA 95202; Phone No. (209) 465-5883, KSN Engineers Bill Darcie at P.O. Box 844, Stockton, CA 95201-0844; Phone No. (209) 946-0268, or MBK Engineers, Tina Anderson at 1771 Tribute Road, Suite A, Sacramento, CA 95815-4401; Phone No. (916) 456-4100.
- ***The City of Rio Dell, located in Humboldt County.*** We just completed a project with a construction value of \$12.5M, this was a waste water treatment upgrade.
- ***The City of Dinuba, located in Tulare County.*** We are just completing a project that was funded with Proposition 84, a Recreation Center, with a construction value close to \$1M.
- ***Butte County General Services,*** we are almost complete on a Park and Ride Lot with a construction value of \$389,000.00
- ***Pacific Coast Fish, Wildlife and Wetlands Restoration Association,*** located in Humboldt County. This project was the South Fork Elk River Restoration, approximately \$336,529 in construction value. It consisted of road decommissioning & erosion prevention. This job started in July of 2010 and was completed in October 2010. You may contact Laura Bridy Pacific Coast Fish, Wildlife and Wetlands Restoration Association PO Box 4574 Arcata, CA 95518, laura@pcfwwra.org 707-839-5666.

We are also currently contracted with, Mendocino Resource Conservation District, Del Norte County Resource Conservation District, City of Gridley, Live Oak Unified School District, Napa County Parks, Midway Heights County Water District, Los Rios Community College District, The City of Rio Dell, Solano County Parks and Tahoe

Public Utility District, Tokay Park Water Company, Humboldt Bay Municipal Water District and Marysville Joint Unified School District.

Cost of Services

Schedule of Rates

Carolyn Lay Senior Labor Compliance Officer	\$75.00/hour
Laura Devany Labor Compliance Officer	\$75.00/hour
Clerical Staff	\$25.00/hour

Allowable Reimbursable Expenses

NVLCS will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of travel to and from a hearing.
2. Cost of postage, UPS, Federal Express, and other deliveries
3. Cost of other items as required, with prior approval from owner.

NOT TO EXCEED VALUE

North Valley Labor Compliance Services proposes a time and materials contract for a total Not to Exceed value of \$15,000.00 (Fifteen Thousand Dollars). NVLCS charges a flat fee of \$2,000.00 to complete and submit a Labor Compliance Program to the DIR for approval. This is included in the Not to Exceed Value of \$15,000.00.

Additional Services would be at the request of the Owner; NVLCS would prepare for and serve as a witness in connection with any public or private HEARING or arbitration, mediation, disciplinary or enforcement action, or legal proceeding.

References

Marysville Joint Unified School District:

Denise DeVaughn, Senior Project Manager, at 530-749-6174 ext. 6131, 1919 B Street, Marysville, CA 95901.

Nevada Irrigation District:

Doug Roderick, 1036 W. Main Street, Grass Valley, CA. Phone: (530) 271-6866;
roderick@nidwater.com.

MBK Engineers, Tina Anderson at 1771 Tribute Road, Suite A, Sacramento, CA 95815-4401;
Phone No. (916) 456-4100.

Elk Grove Unified School District:

Lee Leavelle at 9510 Elk Grove-Florin Road, Elk Grove, CA 95624 Phone No. 916-686-7797 ext. 7330.

Please let me know if you have any questions.

Thank you,

Carolyn Lay
North Valley Labor Compliance Services

**PROFESSIONAL SERVICES AGREEMENT FOR
LABOR COMPLIANCE CONSULTING SERVICES
BETWEEN
THE CITY OF TRINIDAD
AND
NORTH VALLEY LABOR COMPLIANCE SERVICES**

This Professional Services Agreement for labor compliance consulting services ("Agreement") is made and entered into this _____, by and between **THE CITY OF TRINIDAD** (THE "City") and **NORTH VALLEY LABOR COMPLIANCE SERVICES** (THE "Consultant").

RECITALS

This Agreement is entered into in consideration of the following matters:

WHEREAS, under California Labor Code sections 1720-1860, all workers employed on a public works contract must be paid the prevailing rate of per diem wages;

WHEREAS, the Department of Industrial Relations ("DIR") has established regulations governing the payment of prevailing wages on public works contracts;

WHEREAS, under Senate Bill No. 278 ("SB 278"), any project using funds derived from the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50 and 84) is required to implement and enforce a Labor Compliance Program ("LCP") to ensure the payment of prevailing wages for any project using such funds;

WHEREAS, the Consultant prepared a Labor Compliance Program which has been submitted to the Department of Industrial Relations;

WHEREAS, the City is in need of professional services for labor compliance consulting for water treatment upgrade. ("Project");

WHEREAS, THE Consultant has the necessary qualifications to provide such services for the Project; and

WHEREAS, the parties desire by this Agreement to establish the terms and conditions for retention of the Consultant to provide the professional services described here.

AGREEMENT

NOW, THEREFORE, the City and the Consultant do agree as follows:

PART I DEFINITIONS

Senate Bill 278 shall mean Senate Bill 278, which requires the body awarding any contract for a public works project financed in any part with funds made available by the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Division 26.5 (commencing with Section 79500) of the Water Code) shall adopt and enforce, a labor compliance program pursuant to subdivision (b) of Section 1771.5 for application to that public works contract.

Additional Services shall mean any services not provided for under this Agreement and as defined in Part II, Section 4 hereof.

Agreement shall mean this Professional Services Agreement as the same now exists, or as it may, from time to time be amended by any supplemental agreement entered into by the parties pursuant to the provisions hereof.

Bond Acts shall mean the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002.

City shall mean the City of Trinidad.

Consultant shall mean North Valley Labor Compliance Services.

Compensation shall mean the costs of Services as established in the Compensation Scheduled attached hereto as Exhibit "B".

Department of Industrial Relations or DIR shall mean the California Department of Industrial Relations.

Effective Date shall mean the date of execution of this Agreement.

Labor Compliance Program or LCP shall mean the City of Trinidad Labor Compliance Program as approved by the Department of Industrial Relations.

Menu of Services shall mean the list of tasks to be provided by the Consultant under this Agreement as presented in Exhibit "A".

Project(s) shall mean "The ASBS Stormwater Improvement Project" using funds derived from the Bond Acts, or as otherwise directed by the City.

Services or Work shall mean the labor compliance consulting services provided by the Consultant under this Agreement.

Site shall mean any real property owned or leased by the City for which funds derived from the Bond Acts may be used to improve the property and are subject to the requirements of Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, or as otherwise directed by the City.

PART II

PROFESSIONAL SERVICES: TERMS & CONDITIONS

Section 1 – Purpose

The purpose of this Agreement is as follows:

- a. To establish the terms and conditions for the provision of labor consulting services by the Consultant to the City.
- b. To establish the Menu of Services to be provided by the Consultant.
- c. To set forth the relationship between each party and establish the duties and responsibilities of each party hereunder.

Section 2 – Menu of Services

The Consultant shall provide the City with the Services described in the Menu of Services attached hereto as Exhibit "A".

Section 3 – Compensation

- a. The Consultant shall be compensated based on the hourly rates set forth in Exhibit "B" and within the not to exceed amounts designated for each project therein. The Consultant shall not perform any work in excess of the not to exceed amounts listed in Exhibit "B" without the written consent of the City. The Consultant shall be reimbursed for appropriate direct costs, other than administrative overhead and salary costs in accordance with the schedule set forth in Exhibit "C", provided however that the Consultant may not charge an hourly rate for travel time.
- b. The Owner shall compensate Consultant, North Valley Labor Compliance Services ("NVLCS") for performing Additional Services described in Exhibit "D", within timeframes established in Park II Section 3 b. These additional services can exceed the NOT TO EXCEED value for project.

- c. The City shall pay the Consultant within thirty (30) calendar days of receipt of Consultant's monthly invoice, which will set forth the hours actually worked in each billing period and the project to which such hours apply.
- d. Invoices shall be sent to: The CITY OF TRINIDAD.

Section 4 – Additional Services

The Consultant shall not be compensated for any Services other than those described in the Menu of Services ("Additional Services" Exhibit "D"), except as provided in this paragraph. If Additional Services seem merited by the Consultant or the City, and informal consultations between the parties indicate that such Services are warranted, the Additional Services shall be approved in writing by the City in the following manner: a letter outlining the Additional Services shall be forwarded to the City by the Consultant with a statement of estimated cost changes to the fee or time schedule. The City shall review the letter and may approve or reject the Additional Services and costs proposed in the letter. The letter shall be executed by both parties before performance of any such Additional Services or the City will not be required to pay for the changes in the Menu of Services.

Section 5 – Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to Work done and costs incurred pursuant to this Agreement shall be maintained by the Consultant and made available for inspection, audit and copying by the City or DIR at all reasonable times during the term of this Agreement and for three (3) years after the close-out date of each Project or as otherwise required by law. Upon expiration of the three (3) year period, the Consultant shall return the records to the City.

Section 6 – Owner's Responsibilities

- a. The Owner shall provide to NVLCS complete information regarding the Owner's requirements for the Program.
- b. The Owner shall examine information submitted by NVLCS and shall render decisions pertaining thereto promptly.
- c. The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Program.
- d. The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with NVLCS, consistent with this Agreement. At the request of NVLCS, sufficient copies of the Contract Documents shall be furnished to NVLCS to permit the timely performance of services, by the Owner at the Owner's expense.

Section 7 – Ownership and Use of Work

All documents and materials prepared pursuant to this Agreement shall be considered the property of the City for which it was prepared, and will be turned over to the City upon demand, but in any event upon completion of the Work. The City has the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of the Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

Section 8 – Findings Confidential

Any reports, information, data or materials given to or prepared or assembled by the Consultant under this Agreement are confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

Section 9 – Conflict of Interest

The Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of Services pursuant to this Agreement.

Section 10 – Term of Agreement

The initial term of this Agreement shall be for one (1) year from the Effective Date with completion of the project (all certified payroll documents received) to commence on April 9, 2014. It is intended that this Agreement can be extended or amended consistent with the intent of the parties, the requirements of the Department of Industrial Relations and the California Labor Code and in accordance with Part II, Section 26 hereof.

Section 11 – Time of Performance

Neither the City nor the Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Section 13 – Compliance with Law

- a. The Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If the Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to the City, The Consultant shall be responsible for claim for damage or liability to the City, the Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. The Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of the Consultant by federal, state and local regulatory agencies.

Section 14 – Standard of Care

The Consultant's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 15 – Assignments

The Consultant is retained as an independent consultant and is not an agent or employee of the City. No employee or agent of the Consultant shall by this Agreement become an agent or employee of the City. The Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever, except as specifically provided in writing by the City.

Section 16 – Integration

This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

Section 18 – Insurance

- a. Professional Liability Insurance Errors and Omissions. The Consultant shall provide professional liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) aggregate.
- b. Other Provisions.
 1. NVLCS shall procure and maintain insurance during the progress of its work on the Project, with reliable insurance companies, on forms acceptable to Owner.
 2. Evidence Required. Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required here. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.
 3. NVLCS shall also provide Certificates of Insurance or other evidence of insurance as requested by Owner to Owner within thirty (30) days after receipt by NVLCS of a signed version of this Agreement. The certificates shall provide that there will be no cancellation, reduction, or modification of coverage without ten (10) days prior written notice to the Owner.

Section 19 – Mutual Indemnity

- a. NVLCS shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify and hold Owner harmless from and against any and all liens and claims asserted by firms or individuals claiming through NVLCS, and all claims liability, loss, damage, costs, or expenses, including reasonable attorney's fees, expert's fees, awards, fines, or judgments, arising by reason of any claim for the death or bodily injury to persons or injury to property, to the extent caused by NVLCS' negligence or willful misconduct. However, NVLCS shall not be obligated under this Agreement to indemnify Owner to the extent that the damage is caused by the negligence or willful misconduct of Owner or its agent or servants other than NVLCS.
- b. Waiver of Subrogation: The Owner and NVLCS waive all rights against each other and against the Contractor, Design Professionals, consultant, agents, and employees of the other for damages during construction covered by any property insurance as set forth in the Construction Contract.

Section 20 – Law, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situation in the County of Sutter, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

Section 21 – Termination or Abandonment

- a. The City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to the Consultant. In the event such notice is given, the Consultant shall cease immediately all Services in progress.
- b. The Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to the City.
- c. If any party hereunder fails to perform any material obligation under this Agreement, then, in addition to any other remedies, the non-breaching parties may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to the City which is in Consultant's possession shall be returned to the City. The Consultant shall furnish the City with a final invoice for Services performed by the Consultant. The City shall have no obligation to pay the Consultant for Services performed after termination of this Agreement.

Section 22 – Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

CITY OF TRINIDAD

409 Trinity St, PO Box 390
Trinidad, CA 95570
Phone: (707) 677-0223

Attention: Rebecca Price-Hall

CONSULTANT:

**North Valley Labor
Compliance Services**
1282 Stabler Lane Suite 630-#197
Yuba City, CA 95993
Phone: (530) 674-3033

Attention: Carolyn Lay

and shall be effective upon receipt thereof.

Section 23 – Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

Section 24 – Severability

The unenforceability, invalidity or illegality of any provision(s) or portion thereof of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

Section 25 – Time of Essence

Time is of the essence for each and every provision of this Agreement.

Section 26 – Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Consultant without prior written consent of the City.

Section 27 – Amendments

This Agreement shall not be amended, modified or changed in any way without the prior written consent of the City.

Section 28 – Interpretation

The agreements contained herein shall not be construed in favor of or against any party but shall be construed as if all parties prepared this Agreement.

Section 29 – Counterparts

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

Section 30 – Additional Conditions

In addition to the terms and conditions outlined herein, the terms and conditions of this agreement shall be in accord with and encompass those terms and conditions set forth in the SWRCB Grant Agreement No. 10-427-550, attached hereto as Exhibit E

Section 31 – Exhibits and Recitals

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DATE: _____ CITY: **CITY OF TRINIDAD**

By: _____
(signature)

Name: Karen Suiker
Title: City Manager

DATE: _____ CONSULTANT: **NORTH VALLEY LABOR
COMPLIANCE SERVICES**

By: _____
(signature)

Name: Carolyn Lay
Title: Owner

Federal Tax I.D. Number 20-3064636



DISCUSSION AGENDA ITEM 4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 9 PAGES

4. Discussion/Decision regarding Draft Vacation Dwelling Unit Ordinance.

DISCUSSION/ACTION AGENDA ITEM

April 9, 2014

Item: Vacation Dwelling Unit Ordinance

As you are aware, the City Council originally adopted the Vacation Dwelling Unit (VDU) Ordinance in 2011 and submitted it for certification to the Coastal Commission. Since that original ordinance adoption, City staff and Coastal Commission staff have had several discussions and negotiations that resulted in changes to the ordinance. Because of the number and extent of the changes, City staff wanted to bring this back to the City Council for review and concurrence prior to Coastal Commission action. The Council reviewed the amended ordinance on February 19, 2014. Some additional comments and concerns were brought up. A few additional changes to the ordinance have been made to address those comments as well as a fix a couple of typos and minor clarifications.

Only a brief comment was made about the water use restriction, pointing out the fact that it did not provide an allowance for irrigation. I therefore altered the language to allow more flexibility, though it will also be somewhat more difficult to enforce. However, with the added oversight of septic systems under the OWTS Management Program, I feel septic systems will be adequately monitored and protected. There was also a question about the definition of a bedroom, and I moved the language regarding determining the allowable number of bedrooms from the water section (6.26.D.3) to the occupancy section (6.26.D.1).

The City Attorney had some concerns about the ambiguity of the language in sections 6.26.D.5, 8, 9 and 10 (Appearance and Visibility, Visitors, Noise and Traffic respectively). He stated that the restriction on visitors between 1am and 4am could be prohibitive in an emergency, and that the issue could be dealt with in other sections. The Attorney was also concerned about the enforceability of the existing language in sections 5, 9 and 10, and suggested altering the language to refer to 'interfering with the quiet use and enjoyment' of other properties and to add the language regarding determining reasonable noise.

Finally, a number of comments centered on the enforcement and violations sections. It appeared that not enough detail had been included to ensure a fair process. Most of the new language was suggested by the City Attorney

The recommended action is to consider concurrence with the proposed changes, after which Coastal Commission staff will present to the Coastal Commission hopefully at their May 2014 meeting and advise that all are in agreement with the proposed amendments. The Coastal Commission action would then be to reject the City's original ordinance, but certify a new ordinance as amended. Then it would come back to the Council for official adoption, first and second reading.

Recommended Action:

Concur with the proposed changes in the Vacation Dwelling Unit regulations.

Article 6.26 Regulations for Vacation Dwelling Units

Sections:

- 6.26.A Short Title
- 6.26.B Definitions
- 6.26.C Purpose
- 6.26.D Application Requirements
- 6.26.E Effect on Existing Vacation Dwelling Units
- 6.26.F Location
- 6.26.G Non-Permitted Uses
- 6.26.H VDU Standards
- 6.26.I Tourist Occupancy Tax
- 6.26.J Audit
- 6.26.K Dispute Resolution
- 6.26.L Violations—Penalty
- 6.26.M Violations—Revocation
- 6.26.N Ordinance Review

6.26.A Short Title.

This Section shall be known and may be cited as "City of Trinidad Vacation Dwelling Unit Ordinance."

6.26.B Definitions.

Good Neighbor Brochure.

Good Neighbor Brochure. "Good Neighbor Brochure" means a document prepared by the City and approved by the City Manager that summarizes general rules of conduct, consideration, respect, and potential remedial actions. In particular, the brochure shall include provisions for off-street parking, minimizing noise, establishing quiet hours, and minimizing disturbance to neighbors and environmentally sensitive habitat areas.

Event.

"Event" means any use of a structure or land for a limited period of time. "Event" includes, but is not limited to, art shows, religious revivals, tent camps, concerts, fundraisers, and weddings or receptions. "Event" does not include small parties and social gatherings of 20 people or less consistent with normal residential use.

Occupant.

"Occupant" within this Section means any person who exercises occupancy of a Vacation Dwelling Unit (VDU) or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days, or less, counting portions of calendar days as full days. Any such person so occupying space in a VDU shall be deemed to be a tourist until the period of 30 days has expired. As used in this Section, "occupant" does not include children aged 5 or under.

Transient Use.

"Transient use" means any contractual use of a structure or portion thereof for residential, dwelling or sleeping purposes, for any period of time which is less than 30 consecutive days.

Vacation Dwelling Unit.

"Vacation Dwelling Unit" (VDU) means any structure, accessory structure, or portion of such structures, which is contracted for transient use. As used in this Section, the definition of "Vacation Dwelling Unit" encompasses any structure or any portion of any structure which is occupied or intended or designed for occupancy by tourists for dwelling, lodging or sleeping purposes, and includes any home or house, tourist home or house, mobile home or house trailer at a fixed location except when located within a mobile home park or RV park, or other similar structure or portion thereof.

Visitor.

"Visitor" means someone staying temporarily at a VDU, but that is not an "occupant" and not staying at the VDU overnight.

6.26.C Purpose.

The purpose of this Section is to provide for the renting of single- and multi-family dwellings, and accessory dwelling units, for periods of thirty consecutive days or less, as transient visitor accommodations, consistent with all other provisions of the General Plan and Zoning Ordinance, and to ensure that Vacation Dwelling Units are compatible with surrounding residential and other uses and will not act to harm or alter the neighborhoods within which they are located.

6.26.D Application Requirements.

1. Initial Application.

Each VDU must procure a VDU License. Existing VDUs must obtain a VDU License within 3 months of the adoption of this ordinance. A VDU License issued pursuant to this article shall also serve as a business license for rental activity pursuant to Chapter 5.04 of the Trinidad Municipal Code. The VDU License shall identify the existence of a VDU at a particular address and declare the number of bedrooms in the VDU and its intended maximum occupancy.

A site plan and floor plan must be submitted along with the VDU License application so the City can verify the number of bedrooms, off-street parking spaces, and other requirements. The site plan and floor plan do not have to be professionally prepared, but must be to scale and include enough information to verify compliance. A sample rental agreement that addresses the requirements of this Chapter shall also be provided.

Each application for a VDU License shall be accompanied with proof of a general liability insurance in the amount of one million dollars combined single limit and an executed agreement to indemnify, defend and save-hold the city harmless from any and all claims and liability of any kind whatsoever resulting from or arising out of the registration of a VDU.

An initial VDU License Fee, as set by resolution of the City Council, will be charged for the first year of each VDU's operation.

The City will notify all property owners within 100 feet of a VDU property of the VDU License within 7 days of its issuance or re-issuance. This notice may be combined with the required 24-hour emergency contact phone number notice required in subsection 3.b below.

Upon initial application for a VDU License, the City shall provide all VDU licensees with copies of informational materials identifying protective measures for preventing and minimizing impacts to environmentally sensitive habitat areas, water resources, and septic systems from the vacation rental use of the residences. Such protective measures include, but not limited to: (1) avoiding human encroachment into environmentally sensitive habitat areas; (2) directing or screening exterior lighting from illuminating riparian corridor areas; and (3) best management practices for the proper handling and disposal of trash and chlorinated water from hot tubs, swimming pools, and other spa facilities.

2. VDU License Renewals

Annual renewals for subsequent years shall be at the same cost as a renewal for a Business License in the City. Any changes to the site plan, floor plan, allowable occupancy, or rental agreement shall be submitted along with the license renewal.

3. Contact Information.

a. Local Contact Person

Each VDU must designate a local contact person on the VDU License form. That person may be either the owner or the property manager, and that person must live within 25 miles of Trinidad so that he/she can respond personally to an emergency.

b. 24-Hour Emergency Contact Phone Number.

A 24-hour emergency contact phone number is required for each VDU. The 24-hour emergency contact phone number shall be prominently placed for the occupants' use inside the VDU. Any change to the emergency contact number shall be promptly provided to the Trinidad City Clerk and posted within the VDU.

The emergency contact phone number will be forwarded by the City Clerk to the Trinidad Police Department, the County Sheriff's Office, the Trinidad Volunteer

Fire Department, and to each neighbor within 100 feet of the VDU within 7 days after the issuance or reissuance of a VDU License for the VDU.

If there is an emergency or complaint, and the emergency contact person does not respond within a reasonable period of time, concerned persons will be encouraged to report the emergency through the 911 emergency calling system or the Police or Sheriff's Department. It is unlawful to make a false report or complaint regarding activities associated with a VDU.

6.26.E Effect on Existing Vacation Dwelling Units.

Each individual operating -a VDU existing at the time the VDU Ordinance is adopted, including those currently holding a valid Trinidad Business License, shall be subject to the requirements of this Section of the Zoning Ordinance upon its adoption. The owner of an existing VDU which does not meet the requirements of this Section will not be issued a VDU License and shall not use the VDU structure for VDU purposes.

6.26.F Location.

VDU's are permitted only in Special Environment, Suburban Residential, Urban Residential, and Planned Development zoning districts. A VDU may be allowed in a legally established Accessory Dwelling Unit. Each separate VDU must obtain its own, individual VDU License.

6.26.G Non-Permitted Uses.

There shall be no permitted use of the VDU structure other than occupancy for dwelling, lodging, or sleeping purposes. Use for commercial events or events which are not hosted by the VDU's property owner are not permitted.

6.26.H VDU Standards

All VDUs will be required to meet the following standards:

1. Number of Occupants.

The maximum number of occupants allowed in a VDU shall not exceed two persons per bedroom plus an additional two persons (e.g., a two-bedroom VDU may have six occupants). Except that in the Suburban Residential Zone, if the VDU has a total floor area that exceeds 800 square feet per bedroom, then for each additional 500 square feet of floor area above this total, one additional occupant may be allowed, up to a maximum of two additional occupants. Where it can be determined based on the Humboldt County Division of Environmental Health permit or file information or an actual inspection of the system, the number of bedrooms will be based on the design capacity of the septic system.

2. Off-Street Parking.

A VDU must provide at least one off-street parking space for every two occupants allowed pursuant to Section 6.26.H.1 in the VDU. The off-street parking space/s shall be entirely on the VDU property. VDU owner/operators shall not use public right-of-way (street) spaces to meet their required off-street parking needs. Off-street

parking spaces will not be located on the septic system unless it is designed and rated for traffic in a manner that will not compromise the functioning of the septic system.

3. Water Use.

To prevent overloading of septic systems, each VDU shall be operated in a manner to ensure that the occupancy and use of a VDU shall not result in annual domestic water use greater than that associated with the non-VDU use of the residence based on an average daily per capita consumption of 75 gallons per person (3,662 cubic feet per year per person) and two persons per bedroom consumption for similar sized residences / properties. Where it can be determined based on the Humboldt County Division of Environmental Health permit or file information or an actual inspection of the system, the number of bedrooms will be based on the design of the septic system.

Annual water use records will be kept on file along with the VDU License and application materials to allow for verification that the VDU use did not exceed allowable volumes as described above of actual water use.

If the City determines that the VDU use has exceeded the appropriate average annual water usage, as described above, during the preceding year, the VDU owner/operator shall take constructive measures to bring the use into compliance reduce water use. Adaptive measures include, but are not limited to: (a) installing water conservation fixtures and appliances; (b) planting xerophytic landscaping; and/or (c) reducing the maximum occupancy of the VDU.

4. Septic System.

Each VDU's owner or property manager must provide proof that the septic system for the structure in which the VDU is located is functioning properly and in conformance with all federal, state, and local regulations. Information on the appropriate use of a septic system, in a form approved by the City, shall be posted in each bathroom in the VDU and the kitchen.

5. Appearance and Visibility.

The outside appearance of the VDU structure shall not change the residential character of the structure by the use of colors, materials, lighting, or signage (except as required by this Section). The VDU shall not create any noise, glare, flashing lights, vibrations, or odors which that are not commonly experienced in residential areas or that would unreasonably interfere with the quite use and enjoyment of any other residence or business in the area.

6. Signs.

A single sign, legible from the property's street frontage, and no greater than 3 square feet in size shall be attached to the VDU structure or placed immediately adjacent to the front of the VDU structure. The purpose of the sign is to notify the public that the structure is or contains a VDU. The sign must provide a 24-hour emergency telephone contact number for complaints, and a business telephone

number for persons seeking information on the VDU. The signage shall comply with all applicable standards of the Zoning Ordinance's sign regulations.

7. Trash.

Trash and refuse shall not be left stored within public view, except in proper containers for the purposes of collection. There shall be no accumulation or storage of trash and / or debris on the site or within the VDU.

8. Visitors.

The number of visitors to a VDU shall be limited to not more than 20 persons, including occupants, per parcel at any time. If there is more than one VDU on a property, the 20 person maximum applies to the property, not each VDU. Visitors are not allowed to stay overnight on the premises between 1:00 a.m. and 4:00 a.m.

9. Noise.

Occupants of VDU properties and visitors shall not generate noise such that it would unreasonably interfere with the quiet use and enjoyment of any other residence or business in the area, noise in excess of what might be expected in a residential neighborhood. Any noise occurring after 10:00 pm and before 8:00 am should be contained within the VDU and shall not be able to be heard by or offend any adjacent neighbors. What is reasonable in terms of noise generated shall be determined under existing legal standards applicable to evaluating alleged nuisances.

10. Traffic.

Vehicles used and traffic generated by the VDU shall not exceed the type of vehicles or traffic volume normally generated by a residence occupied by full-time residents in a residential neighborhood, normal residential levels or unreasonably interfere with the quiet use and enjoyment of any other residences or businesses in the area. What is reasonable in terms of traffic generated shall be determined under existing legal standards applicable to evaluating alleged nuisances.

11. Tenancy.

The rental of a VDU shall not be for less than two successive nights.

12. Good Neighbor Brochure.

Prior to occupancy pursuant to each separate occasion of rental of a VDU, the owner or the owner's agent shall provide a copy of the Good Neighbor Brochure to the occupants and / or shall post the Good Neighbor Brochure in a clearly visible location within the VDU.

13. Emergency Preparedness.

Information regarding local hazards, such as earthquakes and ocean related hazards, in a form approved by the City, shall be posted within the vacation rental in an easily seen location, such as the entry or kitchen area. In particular, information

regarding regular testing of the tsunami siren and real emergencies shall be included.

6.26.I Tourist Occupancy Tax.

The rental or other contractual use of a VDU is subject to a Tourist Occupancy Tax ("TOT") and any other mandated taxes. Each VDU owner and/or manager shall meet all of the requirements of the City with respect to registration of TOT collectors, and the collection, recordkeeping, reporting and remittances of applicable TOT.

6.26.J Audit

Each owner and agent or representative of any owner shall provide access to each VDU and any records related to the use and occupancy of the VDU to the City at any time during normal business hours, for the purpose of inspection or audit to determine that the objectives and conditions of this Section are being fulfilled.

6.26.K Dispute Resolution.

By accepting a VDU License, VDU owners agree to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising from the use of a dwelling as a VDU.

6.26.L Violations--Penalty.

Violations of this Section are punishable as either infractions or misdemeanors, pursuant to the provisions of Section 7-20 of the Zoning Ordinance. Each separate day in which a violation exists ~~may~~ shall be considered a separate violation. The City of Trinidad can also enforce these VDU regulations by way of nuisance abatement action. Enforcement by way of a nuisance action shall be discretionary and shall only occur upon a lawful vote of the Trinidad City Council to prosecute the matter as a civil nuisance action.

6.26.M Violations--Revocation

If the VDU owner or property manager is deemed by City staff to be negligent in responding to an emergency situation more than two times in a 12-month period, or if more than two documented, significant violations occur in any 12-month period, the VDU License may be revoked. Documented, significant violations include, but are not limited to, copies of citations, written warnings, or other documentation filed by law enforcement. No revocation shall occur unless decided by a lawful majority vote of the Trinidad City Council and after written notice, served by first class mail, of at least 21 days was given to the owner of record and the local contact person as set forth in the VDU application. Revocation may be temporary or permanent depending on the nature and number of the violations.

6.26.N Ordinance Review

This ordinance shall be reviewed by the Planning Commission ~~a year~~ within two years after its adoption ~~certification~~, and periodically thereafter, to ensure that it is meeting the needs of the community.

- Recodify Article 5.3, Sections 5.3.01 through 5.3.19, inclusive, as Article 6, Section 6.26, Subsections A through S, respectively.
- Append a new sub-section A.7 to Article 6, Section 6.16, Signs, to read, in context, as follows:

A. In all zones the following signs shall be permitted, provided that signs permitted in 2 and 3 below shall be subject to review by the design assistance committee:

1. A residential nameplate bearing the name of the occupant and not exceeding 2 square feet, provided that 3 square feet shall be permitted for a residence with a home occupation...
7. Vacation Dwelling Unit identification signs, as required by Section 6.26.D.5, provided that such signage is not placed in a public right-of-way, and does not rotate, blink, flash, sparkle, or obstruct the visibility of any traffic control sign.

- Append a new sub-section B.8 to Article 6, Section 6.18, Parking and Loading Facilities, to read, in context, as follows:

Off-street parking and loading space shall be provided in all zones in conformity with the following:

- A. Each required parking space shall be not less than 8'6" wide, 18 feet long and 7 feet high, provided that where 6 or more spaces are required up to 50 percent of the spaces may be 16 feet long. Each loading space shall be not less than 10 feet wide, 25 feet long and 14 feet high.
- B. Parking spaces shall be provided as follows:
 1. Campground, RV park, motel: 2 spaces plus 1 space per unit.
 2. Single family dwelling and mobile home on a lot: 2 spaces in addition to any garage spaces.
 3. Attached dwellings (duplex, townhouse): 1.5 spaces per unit...
 8. Vacation dwelling unit: A minimum of one off-street parking space per every two occupants allowed in the VDU.